

1904-075
Lee Co.

Chancery Causes: Campbell's Lemp

v. Calvin Pardee &c

Folder 10/5

Horsley, Barker, Palmer

Ch. Debt
T. Property

- Deed

To the Honorable H. A. W. Skeen,

Judge of the Lee Circuit Court, Virginia:

Your orator, Campbell Slomp, humbly complaining would show unto your Honor that on January 29th, 1900, he owned and controlled a large boundary of land in Black Mountain and its spurs, at and around Morris Gap, partly in the County of Lee in the State of Virginia, and partly in the County of Harlan in the State of Kentucky. On said 29th. day of January your orator and one W. J. Horsley made a contract in writing with one C. Pardee whereby, in consideration of \$1000.000 and other consideration mentioned in said contract, your orator agreed and bound himself to sell unto said Pardee said lands, supposed to contain about 2200 acres, at the price of \$25.00 per acre.

Your orator and said Horsley were to use every effort in procuring the F. Marion Parson and N. C. Ely lands, containing about 175 acres, and it was provided that if said lands were not secured at a reasonable price and one acceptable to said Pardee, then said Pardee was not to be bound by said agreement to purchase any of the land of your orator, but if said Parson and Ely lands were procured at a price satisfactory to said Pardee, then said Pardee bound himself to take and pay for said lands of your orator, and also an additional boundary of 1300 acres, known as the Barker lands, at the rate of \$25.00 per acre, to be paid for as soon as the titles were examined and surveys made and approved by said Pardee.

Your orator agreed to give four months time from said date in which said Pardee should have the work of surveying done, and should have the titles examined, which said Pardee agreed to do as quickly as possible; and it was further provided that if ~~75% of the~~ said lands of your orator situated on the South or Virginia side of the said Black Mountain were abstracted and surveyed before the expiration of said four months, and found to

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be all right, then the said Pardee was to pay for said 75% of said lands when general warranty deeds were made.

Said contract further provided that other tracts of land adjoining the said Slomp and Barker lands were to be purchased if possible at an approved price to said Pardee by your orator and said Horsley for said Pardee, for which service your orator and said Horsley should receive one dollar per acre.

Said contract further provided that all contracts of leases your orator had made to tenants on the lands were to be turned over to said Pardee, who was to have full possession of said lands, free and clear of encumbrances, except that your orator was to receive the rents for the year 1900 from the tenants on said lands, and was to have what timber he then had cut, but this was not to interfere in any way with works and developments on said lands by said Pardee. Your orator files herewith a copy of said contract, marked Exhibit 1, which he prays may be read and treated as a part of this bill.

Your orator would further show that he and the said Horsley procured the F. Marion Parson and N. C. Fly lands at a price acceptable to said Pardee, and said Pardee paid for said lands and took deeds therefor, and the said Pardee treated the said contract thereafter as binding on him in every particular. On the 27th. day of April, 1900, your orator deeded to the said Pardee, in accordance with the technicalities of ^{the} law of Virginia, all of said lands which lay in the State of Virginia, and received at that time from said Pardee 75% of the purchase money due on said Virginia lands, and subsequently he received the remaining ^{except the sum of \$100.00 which is still unpaid} 25% therefore from said Pardee. Said Pardee also took and paid for the Barker lands referred to in said contract, and a number of other tracts of land adjoining said properties, which were purchased for the said Pardee by your orator and said Horsley, who received therefor one dollar per acre, as provided

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in said contract, and your orator turned over to said Pardee the contracts of leases, as provided for in said original contract.

After having completed the work of surveying and examination of titles to the Virginia lands, the said Pardee proceeded to have the Kentucky lands surveyed and the titles thereto examined, and your orator supposed that in due course the said Pardee would take and pay for the said Kentucky lands, having first given your orator notice of such apparent or supposed defects of title as said examination disclosed, and having given to your orator a reasonable time and opportunity within which to cure such defects, as had been done regarding the said Virginia lands. Said Pardee, however, before said examination of title by his attorneys was completed, and before any report was made thereon to the said Pardee, announced to your orator by letter dated January 1st, 1901, that he declined to buy your orator's Kentucky lands. Your orator files this letter herewith as Exhibit 2, and from an inspection thereof your Honor will see that the reason assigned by said Pardee for declining to buy (by which word your orator supposes said Pardee meant to " take and pay for ") your orators Kentucky lands, was that your orators said Kentucky lands were not located with reference to your orators aforesaid Virginia lands as your orator had represented and shown on a certain sketch map. Your orator here states and charges that the representations made by your orator in this connection were true, and that the reasons assigned by the said Pardee for declining to take and pay for said lands, were and are totally groundless and insufficient in law. ~~XXXXXXXXXXXX~~
~~further state, however, that the representations referred to in~~
~~said letter were made when the said contract of January 29th, 1900~~
~~was entered into between your orator and said Pardee and was a~~
~~part of said contract and had no connection therewith~~

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After January 1st, 1901, the said Pardee notified your orator that there were defects in the record title of your orator, and he assigned this as an additional reason for declining to pay your orator for his Kentucky lands. He, however, refused and failed to notify or inform your orator what the alleged defects were, and thereupon your orator had an independent examination of the titles to the said Kentucky lands made, and finding that there were some apparent defects in his said record title, had the same cured, and he is advised and believes and here charges that the said record title is complete and perfect. Your orator is advised that under the aforesaid contract of January 29th, 1900, the right of approval of the title to said land was vested in the said Pardee, but that such right of approval was not an arbitrary and whimsical right, but that any disapproval of said title must be based upon some substantial defect of title, and further that if apparent defects in said record title were found to exist, then your orator ought to have a reasonable time and opportunity to cure such defects; and your orator states that his title to the said Kentucky lands was substantially good on said January 29, 1900, but it was well understood by the said Pardee, as well as by your orator on said date that there were technical defects to said record title to certain portions of said land, but it was also well known to said Pardee as well as to your orator that these defects could be cured and would be cured by your orator at his own cost and expense. This was equally true of the Virginia lands and the defects claimed by the said Pardee were pointed out by him to your orator as to said Virginia lands, and your orator proceeded to cure said defects until said record title was made satisfactory, and your orator is advised that such a course is in accordance with the true spirit as well as xx the letter of the aforesaid contract of January 29th, 1900, ⁴ yet the said Pardee disregarded the obligations resting upon him in this regard, as well as the express agreement

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and understanding between him and your orator with reference to the proceedings to be had concerning said technical defects, and as your orator hereinbefore stated, he signified his intention of not paying for the said Kentucky lands before he had received any report as to the state of the said titles, and after he had received said report, he failed and refused to give your orator any time within which to cure said defects, but insisted upon his refusal to take and pay for said lands.

Your orator, as hereinbefore stated, has so far cured all defects respecting said title, that he is advised a court of Equity will require said Pardee to take and pay for the same in accordance with the aforesaid contract of January 29th, 1900, and your orator has made a good and sufficient deed of general warranty, with proper covenants, conveying the said Kentucky lands to the said Pardee, dated December 31st, 1901, which deed is filed herewith as Exhibit 3, and is prayed to be treated as a part hereof. Your orator tendered this deed to the said Pardee after its execution, but the said Pardee declined to receive the same, or to take and pay for said lands. Your orator files this deed in escrow and tenders the same to said Pardee, to be delivered upon his payment of the purchase money required to be paid by the terms of said deed. The deed itself shows that the amount of said purchase money, in accordance with said contract, is \$28789.00; and your orator demanded of the said Pardee the payment of the said sum of money, but the said Pardee refused and declined to pay the same ^{still} and fails so to do. Your orator therefore alleges and charges that the said Pardee is indebted to him in the aforesaid sum of \$28789.00, with interest from the first day of January, 1902, that being the day when the tender of said deed was made.

~~Your orator would further state that on said 29th day of January, 1900, he had the title in himself to a portion of said Kentucky lands, as set out in said deed, and the legal title~~

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Your orator is advised that the contract of January 29th, 1900, is not a divisible contract, and that said Pardee having obtained the title to the Virginia lands, has no option to decline to take and pay for the Kentucky lands, even if he ever had such option, which your orator denies to be true. He would state that said Pardee desired prior to and at the time of entering into the contract of January 29th, 1900, to buy only the Virginia lands, but your orator declined to sell his Virginia lands separately from his Kentucky lands. The Virginia lands were the more valuable, owing to their location. They constituted the frontage to the boundary as a whole, and when they are cut off from the Kentucky lands, the latter are left isolated and comparatively unmarketable and profitless for mining purposes, which comprises their chief value. Your orator's Virginia and Kentucky lands as a whole embraced the Morris Gap in the Little Black Mountain, which is a very feasible route for a railroad to pass through said Mountain, and the most feasible pass in that section of the country. His lands, therefore, held the key to the situation for future development as a mining property, and for this reason it was strategically by far the most valuable property in that section. If the said Pardee be allowed to hold the Virginia lands, and not be required to take the Kentucky lands, then the lands in their dissevered condition would be far less valuable than in their original condition before the trade of January 29, 1900, was entered into.

Your orator would further state that on said 29th. day of January, 1900, he had the title in himself to a portion of the said Kentucky lands, as set out in said deed, and the legal title

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to the remainder of said lands was in his son, C. B. Slomp, who had given to your orator full and complete authority to sell and convey the portion of said lands thus owned by himself, and for this reason the aforesaid contract of January 29th, 1900, used the language " all of the lands the said Slomp owns and controls " The facts with regard to this matter were known to the said Pardee at the time said contract was entered into. As will be seen by an inspection of the deed which your orator files herewith in escrow, his son, the said C. B. Slomp, unites in said deed, as does also the wife of your orator, and the said deed, as your orator states and charges, would vest in the said Pardee the true title, legal and equitable, to the whole of the lands embraced within the boundary lines of said deed.

The said W. J. Horsley was a party to said agreement of January 29th, 1900, because of the fact that the said Horsley was entitled to a commission of two per cent on the sale of the said lands, pursuant to an agreement made between your ^{orator} and said Horsley prior to said January 29th, and he was also a party because of the agreement that he and your orator were to buy certain adjoining lands for the said Pardee, as aforesaid. Said Horsley had no other interest in the said contract than is above set forth.

Said Pardee is not a resident of the State of Virginia. He owns in the County of Lee a tract of land conveyed to him by your orator and wife by deed dated April 27th, 1900, recorded in Lee County D. B. 36, page 144, containing 1149.83 acres. Also the following tracts of land which were conveyed to the said Pardee by deeds dated June 4th, 1900, and recorded in aforesaid D. B. 36, the grantors in said deeds being named as follows, and the number of acres in each deed and the page in said D. B. where each deed is recorded, is set opposite the name of each grantor respectively:

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<u>Page</u>	<u>Vendor</u>	<u>Date</u>	<u>Acres</u>
144	Campbell Slemp et ux,	Apr. 27, 1900	1149.83
267	John B. Barker et ux,	June 4, 1900	528.35
272	F. M. Parsons et ux,	"	205.56
274	A. K. DeBusk et ux	"	119.63
276	F. M. Cooper	"	34.41
278	Mimrod C. Ely et ux	"	147.42
280	John S. Holmes et als	"	66.10
283	Thos. L. Page et ux,	"	40.95
285	Martha Robbins et als	"	93.36
288	John H. Ely et ux, et al,	"	58.58
291	William Witt et ux,	"	66.42
293	H. P. Dixon et ux, et al,	"	105.66
296	Joseph B. Barker et al,	"	170.00
335	D. C. Sewell et al,	"	330.50
357	Joseph K. Shuler et ux,	"	7.57
358	John Edens et ux	"	72.52
361	H. P. Garrison et ux	"	33.63
363	W. M. Bailey et al	"	86.84
377	James W. Daugherty et al	"	60.65
381 and 2	Susan Pridemore	"	53.31

Your orator does not deem it necessary to exhibit certified copies of said deeds as a part of this bill, but he will do so if required or advised so to do. He alleges that said Pardee is the fee simple owner of said lands, and that there are no encumbrances or liens of any kind against the same, except the vendors lien due your orator as aforesaid, for the sum of \$100.00.

The purpose of this bill is to attach the aforesaid lands, and to subject the same to sale to satisfy your orator's debt as aforesaid.

Wherefore, being without remedy save in a Court of Equity, the prayer of your orator is that C. B. Slemp, C. B. Slemp and W. J. Horsley be made parties defendant to this bill and be required to answer the same, but answer under oath is waived; that attachment may issue against the estate of the aforesaid Pardee, and that at a hearing hereof your Honor will grant your orator a personal decree against the said Pardee for the aforesaid sum of \$23789.00, with interest from January 1st, 1902; and that the lands attached on be sold, or a sufficiency thereof to satisfy the aforesaid debt, interest and costs of this suit; and for such other, further and general relief as to Equity may seem meet, and the nature of his cause will require. Your orator will ever pray, etc.

E. M. Fulton
R. T. Irvine
P. Ch.

C. Sleep

by { Original Bill
 {
 {

C. Pardee et al

1902 1st February rules
Declaration filed & pa
Executed on home debts
& O P for non resident
& D. M.

" 2nd February Special
Appearance by Calvin Pardee
and plea filed by him
as to the Jurisdiction of
The Court & Cause set
for hearing.

CIRCUIT COURT OF LEE COUNTY.

C. Slomp,

Complainant,

-vs-

DEMURRER,

C. Pardee, et al.,

Defendants.

* * * * *

The Court having adjudged that the pleas to the jurisdiction of this Court, heretofore filed herein by the Defendant, Calvin Pardee, are insufficient, and having also overruled defendant's motion to quash the attachment herein, and having required the defendant to further plead or answer herein, or else suffer a decree by default to be entered against him, the defendant, not waiving his said pleas to the jurisdiction in this cause, and not waiving his right, if such he has, to have the attachment herein quashed, but insisting thereon, demurs to the bill herein for the following reasons, to-wit:

1 Because the said bill shows that this is a suit for the specific performance of a contract concerning lands in the State of Kentucky, that the defendant is a non resident of the State of Virginia, and has not been served with process in this cause.

2 Because if the said bill is not a suit for specific performance then it is and can be nothing else than the assertion of a legal claim for damages for the breach of the contract sued on, brought in a Court of Equity under the statute which permits such a claim to be asserted in a Court of Equity where the defendant is a non resident of the state and has property in this state; in such cases the measure of damages is the difference between the

contract price of the land in question and the real market value thereof at the date of the breach of the contract: but the bill makes no allegation whatever as to the market value of the land at the date of the alleged breach of the said contract, and entirely fails to show that the plaintiff has been in any manner damaged ~~whatever~~ by the said alleged breach.

3 Because the contract sued on, and filed as an exhibit with the bill, provides that the said Pardee shall not be bound to take and pay for the said Kentucky Lands until the titles are examined and approved by the said Pardee, and the said bill fails to allege that the said titles ever were approved by the said Pardee, and on the contrary expressly shows that the said Pardee disapproved the said titles after the same had been examined and a report made to him by his counsel thereon, and, moreover, the bill admits that at the time the said Pardee disapproved the said titles and refused to take and pay for the said lands there were defects in the title thereof, which, as a matter of fact, took over a year of dilligent work on the part of the said C. Slemp and his son, C. B. Slemp, and their attorneys and agents, to perfect and cure, if indeed they have yet been perfected and cured; and because the bill fails to show that the said Pardee ever in any manner waived his right under the said original contract to reject the said lands in case he did not approve the titles thereto.

4 Because, as Respondent is advised, where one brings a suit for the specific performance of a contract he must do so speedily after the alleged breach thereof, unless he shows good ground for his delay--- the bill shows that the said Pardee refused to take the said lands on the first day of January, 1901, and so notified the said Slemp, but, nevertheless, this suit was

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not brought until the first February Rules, 1902, over a year after the said alleged breach of contract, and no excuse whatever is shown in the bill for this delay.

5 Because the contract sued on, which is filed with the bill as part thereof, shows that the said Slemp agreed to sell "unto the said Pardee all of the lands the said Slemp owns and controls in Black Mountain and its spurs at and around Morris Gap in Lee County Virginia and Harlan County, Kentucky adjoining lands of Ballard Thruston and others, about 2200 acres at \$25.00 per acre"; but the bill fails to allege that the lands which the complainant is now seeking to require respondent to take and pay for are all of the lands which the said Slemp agreed to sell to the said Pardee, or that the said lands which he is now seeking to make respondent take and pay for, and which are embraced in the deed which he has tendered and filed herein as an escrow, are all of the lands which the said Slemp, at the date of the said contract, owned and controlled in the territory aforesaid.

6 Because the bill shows that the said Kentucky Lands were, at the date of the said contract, owned in part by the said C. Slemp, and that the balance thereof were owned by the said C. B. Slemp, and that as to the said lands owned by the said C. B. Slemp, the said C. Slemp was acting simply as an agent of the said C. B. Slemp, having theretofore obtained from the said C. B. Slemp authority to sell his said lands, and the said C. B. Slemp is not made a party plaintiff to the said bill. Respondent is advised that as to the said lands which are claimed to have been owned by the said C. B. Slemp, and which constitute the bulk of the said Kentucky lands, your respondent owes to the said C. Slemp no obligation whatsoever, and owes to him no money whatsoever therefor--- that if he owes

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anything whatever thereon it is to the said C. B. Slomp, and that the said C. B. Slomp is the only person who has any right to recover from him, if indeed he has such right, anything whatever on account of the said C. B. Slomp Kentucky Lands; and, moreover, the bill fails to allege what part of the said Kentucky Lands were owned by the said C. Slomp and the said C. B. Slomp respectively, and fails, therefore, to show what part, if any, of the money sued for, the said C. B. Slomp is entitled to recover.

~~B. H. Sewell,~~ ~~Attorneys~~
~~Bullitt, Kelly & Hull,~~ ~~for~~
~~Respondent.~~

7. Because the contract ^{sued on} is void for uncertainty
8. Because the bill does not allege good title to lands in controversy at date of contract or at any time until time bill was filed

B. H. Sewell
Bullitt Kelly & Hull
Atty for Resp't.

C. S. Lump

vs

Demurrer.

C. Pardee, et al.

Filed in open Court
and by leave thereof
Novr 11th 1902.

A. B. Menisey clerk

Circuit Court of Lee County.

C. Slemp,

Plaintiff.

v.

Calvin Pardee, et al.,

Defendants.

The Demurrer and Answer of the plaintiff, C. Slemp, to a Cross-Bill filed against him in the above styled cause by C. Pardee, at the November term, 1902, of said court.

For Demurrer to said Cross-Bill, Cross-Respondent says that said Cross-Bill is not sufficient in law, and of this he prays judgment.

Not waiving his said Demurrer, but insisting thereon, Cross-Respondent, if required to answer, says:

He has no knowledge as to what sums cross-complainant paid his attorneys for their investigation and report upon the title to the Harlan County lands in controversy in this cause, and he neither admits nor denies the allegation of said cross-bill on this point, but calls for proof thereof. He denies that the surveying of the said Kentucky lands cost said cross-complainant the sum of \$425.62. This respondent paid one-half of the costs of said survey, which one-half was the sum of \$_____, and the said cross-complainant paid an equal sum therefor. This was pursuant to an express agreement between this respondent and the said Pardee, that each of them should pay one-half the cost of making said survey.

This respondent is advised, however, that it is immaterial what sum said Pardee paid his attorneys or the said surveyor, since these items are not proper charges to be borne by this respondent, in any view of this controversy. The contract of January 29th., 1900, in issue herein, provides that the said Slemp gave four months time from the date of the said contract in which to do the surveying and have the titles to the lands in controversy examined,

and the said Pardee agreed to have said work of surveying and titles examined as quickly as possible. This respondent says, and he is so advised, that, in accordance with the aforesaid contract, it was the legal duty of the said Pardee to pay, not only his own attorneys's fees, but also the whole of the cost of surveying. This respondent admits that there was a subsequent verbal agreement, whereby the said Pardee and respondent should each pay one-half of the said surveying, which has been done, as stated hereinbefore. Respondent has made no agreement, direct or indirect, to pay any part of the said Pardee's counsel fees, or any more than one-half of the said cost of surveying, and he is advised that the law does not imply such an agreement, under the circumstances of this case.

Respondent here repeats and reiterates all the allegations of his original bill in this cause as fully as if set out at length herein, and denies all the allegations of the answer and cross-bill herein which are in conflict with the statements of the said bill.

And now, having fully answered, respondent prays that the said cross-bill be dismissed, etc.

E. M. Fulton
R. T. Irvine
for Respondent

C. Slump

12 ⚡ Ans of C Slump
⚡ to Cross here
⚡

C. Pardee et al

1902 2nd Deer rules ans filed
A B Mansory Clerk

Circuit Court of Lee County.

C. Slomp,

Plaintiff.

v.

Calvin Pardee, et al.,

Defendants.

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This respondent is advised, however, that it is immaterial what sum said Pardee paid his attorneys or the said surveyor, since these items are not proper charges to be borne by this respondent, in any view of this controversy. The contract of January 29th., 1900, in issue herein, provides that the said Slomp gave four months time from the date of the said contract in which to do the surveying and have the titles to the lands in controversy examined,

and the said Pardee agreed to have said work of surveying and titles examined as quickly as possible. This respondent says, and he is so advised, that, in accordance with the aforesaid contract, it was the legal duty of the said Pardee to pay, not only his own attorneys's fees, but also the whole of the cost of surveying. This respondent admits that there was a subsequent verbal agreement, whereby the said Pardee and respondent should each pay one-half of the said surveying, which has been done, as stated hereinbefore. Respondent has made no agreement, direct or indirect, to pay any part of the said Pardee's counsel fees, or any more than one-half of the said cost of surveying, and he is advised that the law does not imply such an agreement, under the circumstances of this case.

Respondent here repeats and reiterates all the allegations of his original bill in this cause as fully as if set out at length herein, and denies all the allegations of the answer and cross-bill herein which are in conflict with the statements of the said bill.

And now, having fully answered, respondent prays that the said cross-bill be dismissed, etc.

R.T. IRVINE,

C.B. SLEMP,

IRVINE & SLEMP

ATTORNEYS AT LAW

BIG STONE GAP, VA.

Dec 15/02

Dear Josh. I enclose copy of answer
of Slump to Cross letter of C. Porter
which will be filed this morn in
Ler -

Yrs R. T. Irvine

C. Slump.

of { Ans to Cross Bill
Q. Pender

CIRCUIT COURT OF LEE COUNTY.

Campbell Slemp,

Complainant,

-vs-

IN CHANCERY,

Calvin Pardee, et al.,

Defendants.

The Answer of Calvin Pardee to a Bill in Chancery, filed against him and others in the aforesaid court by Campbell Slemp:

Respondent, Calvin Pardee, not waiving his pleas to the jurisdiction of the Court, heretofore filed, or offered to be filed, herein, but protesting that this Court has not jurisdiction of this cause, and ought not to take further cognizance hereof, and not waiving his demurrer heretofore filed herein, and being compelled by the Court to further plead herein, or suffer a decree to be entered against him, answering Respondent says:

It is true that Complainant, Campbell Slemp, on January 29th, 1900, did own certain lands situated in Lee County, in the State of Virginia, at and around Morris Gap, and likewise claimed to own or control certain other lands in Harlan County, Kentucky, at and around Morris Gap, but Defendant denies that the said Slemp at that time either owned or controlled any lands in Harlan County, Kentucky, at and around said Morris Gap, that is, Defendant says that neither the said C. Slemp, nor his son, C. B. Slemp, had at that time good title to any lands whatever in Harlan County, at and around said Morris Gap. It is true that on the said 29th day of January, 1900, defendant entered into a contract with the said C. Slemp and J. W. Horsley, a copy of which is filed as an exhibit with the Bill. Respondent says that the said contract speaks for itself, and he deems it unnecessary to here repeat the provisions contained in the said contract, or to either admit or

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deny the interpretation put thereon by Complainant, as set forth on the first and second pages of his bill.

It is true that the said Horsley and Complainant procured the F. Marion Parsons and N. C. Ely lands at a price acceptable to Respondent, and that Respondent paid for said lands and took deeds therefor, and for some months thereafter, and up to the time of the discovery by him of certain facts hereinafter detailed concerning the location of said lands treated the said contract as binding upon him in every particular, that is, he went ahead having the titles to said lands examined, and he and said Slemp together went ahead having said lands surveyed, and it was the intention of Respondent to take and pay for all of said lands provided the titles thereof were approved by him. It is true that on the 27th day of April, 1900, said C. Slemp deeded to Respondent the lands in Virginia which the said Complainant had contracted to sell to Respondent, and that Respondent paid at that time to the Complainant seventy five per cent of the purchase money due on said Virginia lands, and subsequently paid him the remaining twenty five per cent due thereon, but Respondent denies that there still remains unpaid on the said Virginia lands the sum of One Hundred Dollars. On the contrary, Respondent says that he has paid the said Complainant in full for the said Virginia lands, and has obtained from him a deed releasing the lien on said Virginia lands, retained by the said Slemp in his original conveyance, which deed is dated December 7th, 1900, and is recorded in Lee County, in Deed-Book 37, page 71, and a certified copy thereof is filed herewith as a part hereof, marked "Exhibit 1".

Respondent here states, however, that at the time he took the said deed from the said Slemp, to-wit, in April, 1900, he did so at

the urgent request and solicitation of the said Slemp; that the said contract provided "said Pardee agrees to have said work of surveying and titles examined done as quickly as possible, and if seventy five per cent of Slemp's Lands on the south or Virginia side of the mountain are abstracted and surveyed before that time and found all right, then the said Pardee is to pay for the same when general warranty deeds are made"; that said Slemp insisted that as seventy five per cent of said lands on the Virginia side were all right, and the surveys having been completed, and the titles examined by Respondent's counsel, Respondent was bound to take and pay therefor, and Respondent was advised by his said counsel that the said Slemp had good title to at least seventy five per cent of the said lands on the Virginia side, and that he could safely pay to the said Slemp seventy five per cent of the purchase money therefor, and that under the contract it was his duty to do so, and, therefore, Respondent, as before stated, at the request of the said Slemp, and acting upon the advice of his attorneys, accepted the said deed from the said Slemp, and paid him seventy five per cent of the purchase money for said Virginia lands, although at this time none of the Kentucky lands had been surveyed, and none of the titles thereof had been examined.

It is true that Respondent also took and paid for the said Barker Lands referred to in said contract, and a number of other tracts of land adjoining the said Virginia Lands, which were purchased for Respondent by said Slemp and said Horsley, and that the said Slemp and said Horsley received one dollar per acre thereon, as provided in the said contract, and that said Complainant turned over to Respondent the contracts or leases on said Virginia Lands, as provided in said original contract, but the said Complainant did not and has not offered to turn over to Respondent any leases whatsoever

on said Kentucky Lands.

It is true that after the Virginia Lands had been surveyed, but before the examination of the titles to any of the Virginia Lands, except those of the said Slemph had been completed, Respondent and the said Slemph acting together, proceeded to have the said Kentucky Lands surveyed, that is, they agreed upon L. M. Carmical as the surveyor, and agreed to pay each, one half of the expenses of said surveying.

It is true that on January 1st, 1901, Respondent announced to the said Slemph that he declined to buy the said Kentucky Lands, as shown by the letter which he wrote to the said Slemph, which is filed with the bill as Exhibit 2; but it is not true that Respondent wrote this letter to the said Slemph before any report of the examination of the titles had been made to Respondent. It is true that he wrote the said letter to the said Slemph before the examination of the titles to the said lands had been completed by his attorney, but Respondent had in July or August, 1900, received information through E. C. Brown, who was assisting the said Carmical in making surveys of the said Kentucky Lands, to the effect that there were serious complications concerning the titles to the said Kentucky Lands, or some of them, that there were a number of laps thereon claimed by other parties, and that the said Slemph had^{had} very little actual possession of the said lands, and that it was thought that his titles were quite doubtful, and had later on, in November, received from his attorney, J. F. Bullitt, a letter on the subject of the titles of the said Kentucky Lands, in which he stated in effect that there were a number of serious defects in the title of the said Slemph to the said lands. Respondent says further that, as will hereinafter be more fully shown, the said Slemph at the time of the making of the said contract represented to Respondent that the lands in Kentucky which he proposed to sell to Respondent consisted of a block of

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lands lying on the North side of the Little Black Mountain adjoining the lands which your Respondent was to purchase from the said Slemph and others on the Virginia side, and also a solid block of lands lying just north of said lands on Little Black Mountain, which last named block lay on the south side of Big Black Mountain, and that between these two blocks of land the said Slemph had a narrow neck which connected them and that between said two blocks the balance of the distance there was a narrow strip of land owned by one Cornett, and that if your Respondent would also purchase a tract of land lying on Little Black Mountain and known as the Huff Heirs Tract, which the said Slemph represented as adjoining the lands owned by him on the Kentucky side of Little Black Mountain, and would also purchase the said Cornett lands, then Respondent would have a solid block of lands extending from the top of the Little Black Mountain and adjoining said Virginia Lands well up on to the south side of the Big Black Mountain; that in May, 1900, Respondent received information which led him to believe that the said Slemph's representation as to the location of the said lands was possibly untrue and that there were several others tracts of land owned by other persons lying between the said Slemph lands on Little Black Mountain and the Slemph land on said Big Black Mountain, which it would be necessary for Respondent to purchase in order to make a solid block, as before stated; that upon hearing this, Respondent on May 26th, 1900, wrote to the said Slemph as follows:

"Philadelphia, May 26th, 1900.

Col. C. Slemph,

Big Stone Gap, Va.

Dear Sir:-

I have your letter of the 22^d inst., and note your explanation, but either you are wrong or I am wrong, which a survey will show.

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I wanted a connection between your Virginia and your Kentucky lands, and understood the purchase of the Huff heirs and the Cornett lands would accomplish this. If this is the situation today, and though you have secured only the Huff heirs land, leaving the Cornett land unsecured as yet, I am still ready to carry out the agreement between us, but if these two pieces do not form such a connection, then I do not want your Kentucky land. When I wrote you my understanding was that the purchase of the Huff heirs land did not make this connection, but that it was still necessary to have the Huff Dower lands and others lands, and naturally I was not pleased.

Very truly yours,

(Signed) C. Pardee".

Respondent says that the surveying of said lands was greatly delayed, owing partly to the fact that the said Slomp, on account of sickness in his family, as Respondent understood, was unable to give the said surveying his personal attention, and failed to show up to the surveyors his lines and corners and the lands claimed by him, and left them largely to work the matter out as best they could, and that the said surveying was not completed until, as Respondent now recollects, some time in November, and that after it was completed and a map thereof made the same was sent to Respondent's attorneys, at Big Stone Gap, for the purpose of enabling them to report on the titles to said land, and Respondent got no accurate information as to what the said survey disclosed until on January 1st, when he received a letter from his agent, Mr. Cochran, who was then at Big Stone Gap, in which he stated that he had seen the map made by Mr. Carmical of the Kentucky Lands, which the said Slomp proposed to sell to Respondent, and that from this map it appeared that three fourths of all of said land did not adjoin Respondent's Virginia Lands; that the Huff Heirs Land did adjoin Respondent's Virginia

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Lands, but that there was no connection between this land and the said Slemph's Kentucky Lands; that the said Slemph's Blair Tract did adjoin Respondent's Virginia Lands, but that between this tract and the balance of the said Slemph's lands there was either no connection at all, or else there was only a small point at which they did connect, and that the location of the land was entirely different from that which the said Slemph had represented, and at the same time Respondent received a letter of like purport from his said attorneys at Big Stone Gap. It was under these circumstances and with this information that Respondent wrote the letter to the said Slemph of January 1st, ^{before} ~~hereinafter~~ referred to.

Your Respondent says that it is true, as stated in the said letter, that the said Kentucky Lands were not located with reference to the said Virginia Lands as the said Slemph had represented, and shown on a certain sketch map referred to in the said letter, which said map will be hereinafter more particularly referred to. Respondent denies that the representation made by the said Slemph in connection with the location of the said lands were true, and denies that the reasons assigned by Respondent for declining to take the said lands were groundless and insufficient in law.

A few days after January 1st, 1901, Respondent received from his said attorney a full report on the titles to the said lands, and did thereupon write the said Slemph another letter, stating that there were defects in the record title of the said Slemph to the said lands, and did assign these defects in title as additional reason for not taking the said Kentucky Lands. It is also true that Respondent refused to give the said Slemph detailed information as to the defects in said titles, but he did this because he was informed by his attorneys that the said Slemph intended to bring suit against him concerning the said lands, and Respondent wrote to said Slemph stating to

him that if this were true he would not furnish him with the abstract and comments made by his attorneys on the said titles, but that if the said Slemph did not intend to sue him, he would be glad to let him have the said abstracts and comments. Respondent supposes that it is true that the said Slemph thereupon had an independent examination made of the said titles, and true that he found some "apparent defects" in the record title to said land; but it is not true that he has had the same cured. It is true that he has procured some forty or fifty, or more, deeds from some one hundred, or more, persons, and has caused three different chancery suits to be instituted against a great number of persons in attempting to cure the said titles, but Respondent denies that the said titles are yet complete or perfect. It is true that under the said contract of January 29th, 1900, the right of approval of the titles to said land was vested in Respondent, and Respondent also had the right to approve or disapprove said surveys, that is, Respondent had the right, after seeing said surveys, to determine whether said lands were, or not, located as said Slemph had represented. Respondent says that he exercised this right, and refused to take the said lands, partly because the location thereof was not as had been represented, and partly because of the defects in the title thereto, and that these defects were serious and substantial. And Respondent denies that, under the law, and under said contract, said Slemph ought to have a reasonable time and opportunity to cure the said defects. Respondent denies that the said Slemph's title to the said Kentucky Lands was substantially good on January 29th, 1900; and denies that it was understood by Respondent, as well as by said Slemph, or either of them, on the said date, that there were any technical defects or other defects to the record titles to certain portions of said land. On the contrary, the said Slemph represented himself to have good title to the said

lands, and even at the date of the report of Respondent's attorneys on the said titles, to-wit, in December, 1900, the said Slemm still insisted that his title to his said lands was good, notwithstanding the fact that he then well knew that there were defects of the most serious nature in the title to a large part, if not to all, of the said lands. It is true, as stated in the bill, that there were certain defects in the title to some of the said Virginia lands of the said Slemm, sold by him to Respondent; and it is true that these defects were pointed out by Respondent, or by his counsel, and that the said Slemm proceeded to cure the same and make them satisfactory, but Respondent says that this course was adopted, notwithstanding Respondent's aversion to taking a deed to any lands before the title was perfected, because Respondent was advised by his counsel that Slemm had good title to seventy five per cent of the said Virginia Lands, and that, under the contract, Respondent was, therefore, bound to take and pay for the said Virginia Lands, and run the risk of having the defects to the remainder thereof cured thereafter. But there was no such provision in said contract with reference to the said Kentucky Lands, and Respondent is advised and charges that he is under no obligation to take said Kentucky Lands under the circumstances. Respondent denies that he disregarded any obligation resting upon him with reference to the said Kentucky Lands, and denies that there was any express agreement or understanding, or any agreement or understanding of any kind between him and the said Slemm with reference to the proceedings to be had concerning the said alleged technical defects in the titles to the said Kentucky Lands. It is true that he failed and refused to give said Slemm any time within which to cure the said defects, and insisted upon his refusal to take and pay for the said lands.

And Respondent is advised and charges that he has the right so to do.

It is true that the said Slemp has executed and filed in escrow a deed in this cause. But Respondent denies that the said deed covers all the land in Kentucky which the said Slemp contracted to sell to your Respondent in Kentucky. It is true that the said Slemp tendered this deed to your Respondent, and that Respondent declined to accept the same, and declined to take and pay for the said lands, and true that the said Slemp demanded of Respondent that he accept the said deed, and pay the consideration as in said deed set forth, and that Respondent declined and refused so to do; but Respondent denies that he is indebted to the said Slemp in the sum of Twenty Eight Thousand Seven Hundred and Eighty Nine Dollars (\$28,789.00), with interest from January 1st, 1902, or in any sum whatsoever.

Respondent denies that the said contract of January 29th, 1900, is not a divisible contract; and denies that, having obtained title to the said Virginia Lands, Respondent has no right to decline to take and pay for the said Kentucky Lands. It is true that the said Slemp declined to sell the Virginia Lands without at the same time making a contract for the sale of the said Kentucky Lands; but in making said contract, as the same shows upon its face, it was provided that if the title to seventy five per cent of the said Virginia Lands was all right the said Pardee should be compelled to take the same, regardless of the said other lands, and that this is the true interpretation of said contract was further shown by the action of the said Slemp in demanding and insisting upon your Respondent taking and paying for the said Virginia Lands as soon as the titles thereto were examined, and before the Kentucky Lands had either been surveyed or the title thereto examined. Respondent denies that the said

Virginia lands were more valuable than the said Kentucky Lands. On the contrary, Respondent is informed and charges that the coal on the said Kentucky Lands is equally as good, if not better, than on the said Virginia Lands, and if a railroad should ever be built up the Cumberland River said Kentucky Lands would be far more valuable than the said Virginia Lands; and Respondent is informed, believes and charges that the question of the building of a railroad up the said Cumberland River is only one of time. It is true that said Kentucky Lands are valuable chiefly for mining purposes; but it is not true that the cutting off of the said Virginia Lands from the said Kentucky Lands will in any manner affect the value of the said Kentucky Lands, except that portion thereof which lies on Little Black Mountain, for the reason that there is no connection between the said lands claimed by the said Slemmons on Little Black Mountain, and the said other lands claimed by the said Slemmons which lie on Big Black Mountain. Respondent does not know whether the said lands claimed by the said Slemmons embrace Morris Gap or not; but Respondent is informed that the Inter-State Investment Company owns the lands covering the said Morris Gap, nor has Respondent sufficient information to know whether the said Morris Gap is the most feasible point for a railroad to pass through the Little Black Mountain, nor whether the said lands of the said Slemmons are strategically by far the most valuable property in that section. But Respondent says that this is immaterial because he is not buying, or proposing to buy the said lands, for strategic purposes, but for actual operation and development. Respondent denies that if he is allowed to hold the said Virginia Lands and not required to take the said Kentucky Lands that any of the said Kentucky Lands would be less valuable than they were in their original condition before the trade of January 29th, 1900, except what is known as the Blair Tract of land lying on Little Black

Mountain. Respondent admits that this tract of land might be somewhat less valuable under said circumstances than it was before, but for this Respondent is not responsible, as the said Slemp has made his own bed and should be required to lie in it.

Respondent denies that on the 29th day of January, 1900, the said Slemp had title in himself to any portion of the said Kentucky Lands. On the contrary, there was not a single part of the said Kentucky Lands to which there was not some defect in title. Respondent denies that the title to the remainder of the said Kentucky Lands was in C. B. Slemp, the son of said C. Slemp-- the title to the said lands claimed by C. B. Slemp was likewise defective. At the time said contract was made Respondent knew that the said C. B. Slemp claimed to be the owner of a portion of the said lands, but Respondent did not know, and does not now know, whether the said C. B. Slemp had given to the said C. Slemp full and complete authority to sell and convey that portion of the said lands claimed by him; and as to this Respondent calls for proof. Respondent denies that the deed filed in escrow would vest in Respondent the true title, legal or equitable to the whole of the lands embraced in the boundaries of said deed.

It is true that the said Horsley had no interest in the said contract of January 29th, 1900, except as set forth in the bill.

It is true that Respondent is not a resident of the State of Virginia, and that he owns the lands in Lee County referred to in the bill; but it is not true that the said Slemp has a vendor's lien on said Lee County Lands, or any of them, for the sum of One Hundred Dollars, or any other sum.

Respondent will now attempt to state in clearer form his several defences to the said bill:

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1.

As to the Location of the Lands in Controversy.

Respondent says that before, and at the time the said original contract of January 29th, 1900, was entered into, the said Slemph represented the said Kentucky Lands, which he proposed to sell, as located in accordance with the sketch map, a copy of which is filed herewith as part hereof, marked "Exhibit 2". Said Slemph prepared the said sketch map himself, and the original thereof will be filed herein at the proper time. Tracts marked thereon (1), (2), (3), (4), (5) and (6), are a part of the lands lying in Virginia, which the said Slemph contracted to sell, and afterwards did convey, to your Respondent. Tracts numbers (12), (13), (14), (15), (16), (17), (18) and (19), as shown upon the said map, are the tracts of land which the said Slemph represented that he owned and controlled, lying in Harlan County, Kentucky, and, as shown on the said map, the said Slemph represented that between the Huff Heirs Tract of one hundred and fifty acres, marked on the said map "Huff 150" and the said tract No. (12), and Tract No. (13), and the said other lands of the said Slemph, there was only a small strip of land, known as the Cornett Land, and that the upper end of the said lands of the said Slemph lying on Big Black Mountain, came down almost, if not quite, to the lands of the said Slemph lying on the Little Black Mountain, and further represented that if Respondent purchased the said lands owned or controlled by him, the said Slemph, and also the Huff Heirs Tract of about one hundred and fifty acres, and the said Cornett Lands, he would then have a solid boundary of land, connected with the lands which Respondent had contracted to buy from the said Slemph and others in Virginia. Respondent says that, as before stated, he obtained information in May, 1900, which led him to believe that the said Slemph had possibly misrepresented the location of the said lands. This

information was obtained partly from others, as before stated, and also in part from letters written by the said Slemph to Respondent, seeking to induce Respondent to purchase other tracts of land than the Cornett tract. Respondent here files copies of the following letters which passed between himself and the said Slemph, namely: Letter from said Slemph to Respondent, dated May 16th, 1900, as part hereof, marked "Exhibit 3", in which the said Slemph enclosed another diagram of the said Kentucky Lands, and a copy of said diagram is also filed herewith, as a part hereof, marked "Exhibit 4"; letter from Slemph to Respondent, dated May 18th, 1900, as part hereof, marked "Exhibit 5"; letter from Respondent to said Slemph, dated May 19th, 1900, as a part hereof, marked "Exhibit 6"; letter from Respondent to the said Slemph, dated May 19th, 1900, as a part hereof, marked "Exhibit 7"; letter from the said Slemph to Respondent, dated May 22nd, 1900, as a part hereof, marked "Exhibit 8"; letter from Respondent to the said Slemph, dated May 26th, 1900, as a part hereof, marked "Exhibit 9"; letter from the said Slemph to Respondent, dated May 29th, 1900, as a part hereof, marked "Exhibit 10".

As will be seen from the said diagram, sent with the said letter of May 16th, 1900, from the said Slemph to Respondent, the location of the said lands as therein represented differs very considerable from the location as represented in the said first original sketch, made by the said Slemph. But even according to the said second diagram or sketch, the tract of land belonging to the said Huff Heirs on Little Black Mountain is represented as joining the land on Little Black Mountain belonging to the said Slemph, and the land belonging to the said Slemph on Little Black Mountain is represented as adjoining the said Slemph's lands on Big Black Mountain, and the Cornett tract is represented as lying between the Little Black Mountain and the Big Black Mountain lands, and as making between the

two a fairly good connection. The Blair Tract, the Rice Tract, and the Huff Heirs Dower Tract, represented on the said last diagram as lying between the lands of the said Slemph, and the Huff Heirs Land on Little Black Mountain, and said Slemph's Big Black Mountain Lands, were never before mentioned by the said Slemph as lying between the said lands, and as being necessary to afford a connection and make a solid boundary.

But Respondent says that neither of the said two diagrams correctly represent the location of the said lands; and Respondent files herewith, as a part hereof, a map of said lands, as actually surveyed, marked "Exhibit 11". The said map is in accordance with actual surveys, and Respondent is informed, believes and charges that it is correct in all particulars. As will be seen from this map, the said Huff Heirs tract on Little Black Mountain does not adjoin the lands on Little Black Mountain claimed by the said Slemph. On the contrary, the two tracts are separated by a tract of land owned by the Inter-State Investment Company, and another tract of land owned or claimed by one E. C. Blair. Again, the lands which the said Slemph now proposes to convey to Respondent, lying on Big Black Mountain, not only do not adjoin the lands which the said Slemph proposes to convey, lying on Little Black Mountain, but the nearest point between the two is a distance of about 1600 feet; and instead of the Cornett Lands being the only lands lying between the said Little Black Mountain Lands and the said Big Black Mountain Lands, the following tracts of land lie between the same, namely: Cumberland Valley Land Co. tract No. 1 on said map, Julia Rice Tract No. 2, Dan McKnight Tract No. 3, Dan McKnight Tract No. 4, Abner Blair Tract No. 5, W. W. Cornett Tract No. 6, W. C. Wynn Tract No. 7, Stacy Huff Dower Tract No. 8, Inter-State Investment Co. Tract No. 9, and Inter-State Investment Company Tract No. 10.

* said Slemph likewise proposed to sell Respondent the whole of the C. Slemph 100 acre patent, the whole of the J.B. Wilson 200 acre patent, and the whole of the James Coldiron 200 acre patent; but the said Slemph is now proposing to convey to Respondent only a small part of said C. Slemph ^{100 acre patent} and he certainly can not convey a portion of the said J.B. Wilson patent because covered by the John Garrison 150 acre patent, which is older, and the said J.B. Wilson patent is also covered as to a small part by the George Brittain 50 acre patent, which is likewise older.

2.

As to the indentivity of the Lands Contracted for and those which the said Slemph now Proposes to Convey.

Respondent denies that the lands which the said Slemph now proposes to convey are the same lands which the said Slemph contracted to sell to Respondent. On the contrary, said Slemph agreed to sell to Respondent all lands lying on the North side of the Little Black Mountain, between Fire Scald Ridge and the aforesaid Huff Heirs Tract, and represented that he owned and controlled the same. Whereas, he now proposes to leave out of said conveyance a large boundary of land containing over one hundred acres, lying between what he calls his Blair Tract and the said Huff Heirs Land, shown on the said map as the Inter-State Investment Company Tract No. 11, and E. C. Blair Tract No. 12.

The said Slemph likewise proposed to sell to Respondent a strip of land lying just East of the Thomas Morris 100 acre patent of 1842, which he has since conveyed to the Inter-State Investment Co., marked on said map Inter-State Investment Co. Tract No. 9.

The said Slemph likewise proposed to sell to Respondent the whole of the James ^{Garrison} two hundred acre patent; but the land which he now proposes to convey to Respondent includes only a small portion of the said James ^{Garrison} patent, lying on the Northern end thereof; said Slemph likewise agreed to sell to Respondent the John Clarkston 50 acre patent, but has since conveyed the whole thereof, except a small part on the Northern end thereof to the said Inter-State Investment Company, and the part so conveyed is not included in said deed now filed in escrow; and the same is true of another small boundary of land south of the Clover Fork and in said E. C. Blair Tract.* Respondent further says that the said land is valuable chiefly for coal mining purposes, and was agreed to be bought by him for this purpose, and it is absolutely necessary that a coal mining property should be in a continuous boundary, and that land not in a continuous and well blocked boundary is practically valueless

for coal mining purposes, and that the lands now proposed to be conveyed by the said Slemph to Respondent are for this reason of materially less value than the lands which the said Slemph originally agreed to sell to Respondent, and this is especially true with reference to the Northern part of the James Green patent, and the whole of the Slemph one hundred acre patent, which he now proposes to convey, for the reason that there is between these two tracts and the balance of said lands only a very small connection, which could not be utilized for mining operations, and also because there is no connection between said Little Black and Big Black Mountain Lands.

3.

As to the Subsequent Conveyances by C. Slemph and C. B. Slemph of a Portion of the Land which C. Slemph agreed to sell to Respondent.

Respondent says that since the date of the said contract between the said C. Slemph and Respondent, the said C. Slemph and C. B. Slemph have conveyed away to the Inter-State Investment Company five parcels of said land which the said C. Slemph agreed to sell to Respondent, namely: Two small portions of the J. W. Morris two hundred and fifty acre patent, a small portion of the Thomas Morris patent, nearly all of the John Clarkston 50 acre patent, and practically all of the James Green two hundred acre patent, and a small part of the Stephen McKnight two hundred acre patent. These parcels so conveyed by said Slemphs to said Inter-State Investment Company are marked on said "Exhibit 11", "Slemph to I.S.I.Co." And Respondent files herewith, as a part hereof, a certified copy of the deed from the said C. Slemph and C. B. Slemph to the said Inter-State Investment Company, marked "Exhibit 12".

Respondent is advised and charges that the action of the said C. Slemph and C. B. Slemph, in conveying away a portion of the said lands, which the said C. Slemph had contracted to sell and convey to Respond-

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ent, constitutes a rescission of the said contract on the part of the said Slemp, and that he can not now elect to enforce the same, and that this is true whether the land so conveyed away as aforesaid be a material part of the whole or not; but, as before stated, Respondent says that the said lands which the said C. Slemp and C. B. Slemp have conveyed away as aforesaid do constitute a material part of the lands which the said C. Slemp agreed to sell to Respondent.

4.

As to Defects in the Title at the Date of Contract.

Respondent denies that either the said C. Slemp or C. B. Slemp on January 29th, 1900, had good title to the said Kentucky Lands, or any part thereof, And Respondent here calls upon Complainant to fully exhibit the said titles and to show what title he and the said C. B. Slemp did have to the said lands, and what title they now have thereto.

5

As to Defects in Titles Reported to Respondent.

Respondent says that he, at great expense, caused the titles to the said lands which the said Slemp had agreed to sell to him to be carefully examined by counsel, and that on the _ day of January, 1901, his said counsel made a report to him thereon; that said report gave a complete abstract of all of said titles and covered two hundred and thirty nine typewritten pages; that accompanying the said report were comments on the title to each tract claimed by the said Slemp, which set forth the defects existing in the said titles, which his said counsel had then discovered; and that according to said report neither said C. Slemp nor said C. B. Slemp had good title to a single one of said tracts of land which said C. Slemp had, as aforesaid, contracted to sell to Respondent. Respondent says that he

is not learned in the law, but he is advised by counsel, believes and charges that the said titles were defective as set forth in the said comments. Respondent says further that at the time said report was made neither he nor his counsel knew of the existence of or location of the Samuel Parsons patent of fifty acres, dated in 1820; that since the said report was made his said counsel have discovered that the said Parsons patent lies on both sides of Clover Fork of Cumberland River, extending from a point above the junction of the Right Hand Fork and Reasor's Fork down a considerable distance west of what is known as the C. Slemp Blair Tract, and that a portion of the said Blair Tract, which the said C. Slemp is now proposing to convey to Respondent, lies in the said Parsons Patent. And Respondent says that he is advised by counsel that there are also serious defects in the title to that part of the said land lying within the said Parsons Patent. Respondent is advised and charges that under the contract there was no obligation on Respondent to purchase the said Kentucky Lands unless the titles were approved by him, and that upon receiving the said report from his said counsel concerning said titles he most emphatically refused to approve the same, and so notified the said C. Slemp.

6.

As to the Present Status of the Titles.

Respondent says that he is advised by counsel that the said Slemp has been making dilligent efforts to perfect the said titles, and to this end he has procured from forty to fifty, or more, deeds, signed by one hundred or more persons, and that he has likewise brought three chancery suits, in all of which final decrees have been entered, and the said causes stricken from the docket. And Respondent supposes that the said Slemp has in this way cured a

good many defects which originally existed in the said titles; but Respondent is advised by his counsel that, owing to the fact that a great many of the said deeds have been procured from persons who claim to be heirs of the persons who originally owned parts of the said lands, and to the fact that it is impossible for counsel to tell whether the said persons are such heirs, and whether they constitute all the heirs of such deceased persons, and for other reasons, it is impossible for counsel to say, without further information, just which of said defects, originally pointed out, have been cured, and for this reason Respondent calls upon the said Slemph to fully show and exhibit his titles to said lands from the Commonwealth down. Respondent would state, however, that he is advised by counsel and charges that the aforesaid three chancery suits brought by the said C. Slemph in the Circuit Court of Harlan County, to-wit, a suit of Campbell Slemph vs. Green Parsons and others, a suit of Campbell Slemph vs. The Unknown Heirs of John G. Eliot, and a suit of Campbell Slemph vs. Sallie Flanary and others, were all brought for the purpose of perfecting the title ^{to} the said C. Slemph's Blair Tract of Land, lying on Little Black Mountain; that nearly all of the defendants in each of said causes were non-residents of the state of Kentucky, and no process was served on them therein, and that the court acquired jurisdiction in the said causes only by what is known as a warning order, which in Kentucky is equivalent to and has the same effect, and no other effect, than an order of publication in Virginia, and that under the laws of the State of Kentucky, a Defendant convened by a warning order may at any time within three years after the date of the decree come in and upset the judgment. Respondent is further advised and charges that the said suits were each and all absolutely necessary to perfect the said Slemph's title to the said Blair Land, and that no court ought to or will require Respondent to take and

pay for the said land, and run the risk of having the judgment, upon which his title depends, upset at any time within three years from the date of said judgments, all of which were procured in the latter part of the year 1901. Respondent says further that the said Blair Tract is a material part of the said lands in Kentucky which the said Slemph agreed to sell to Respondent, and that if good title can not be made to the said Blair Tract then Respondent ought not and will not be compelled to take any of the said lands.

7.

As to Parts of the Land which Complainant now Proposes to Convey, and to which he had no Title whatever at the Date of the said Contract.

Respondent says that in addition to the aforesaid lands which the said C. Slemph and C. B. Slemph have conveyed as aforesaid to the Inter-State Investment Company, the said C. Slemph neither owned, nor in any manner controlled, the following parts of the said land which he now proposes to convey, namely, a small part of the James Coldiron two hundred acre patent and considerably over half of the Z. B. Wilson two hundred acre patent; that these parts of the said two patents were at that time owned by the Cumberland Valley Land Company, under a patent issued to one John Garrison for one hundred and fifty acres in 1858, the lines of which patent are shown upon the said map, filed herewith as "Exhibit 11". Second- An undivided one ninth interest in the aforesaid Blair Tract of Land, which was at that time owned by one E. C. Blair. Third- A Tract of land known as the I. W. Huff one hundred acre tract shown upon the aforesaid map, marked "Exhibit 11". Respondent says that the said Slemph has since January 1st, 1901, procured a conveyance from the said Cumberland Valley Land Company and from certain heirs of John Garrison for the said lands covered by the said Garrison patent, and is now proposing to convey

the same to Respondent; that he has likewise procured a deed from the said E. C. Blair, releasing his interest in the aforesaid Blair Tract of Land, and has also procured a conveyance from the said Inter-State Investment Company, conveying to him the aforesaid Huff one hundred acre tract. But Respondent says that he is advised by counsel that a vendor has no right to contract to sell lands to which he has no title and afterwards procures title thereto and compel his vendee to take the same--- that such a contract is lacking in mutuality, and will not be specifically enforced by a court of Equity.

Respondent further says that this attorneys, Bullitt & Kelly, whom he employed to examine the titles to the said Kentucky Lands, charged him the sum of \$1200.00 for the abstract and report thereon, which sum he has paid to the said Bullitt & Kelly; that the surveying of the said Kentucky Lands cost him the sum of \$425.62, which he has paid to L. M. Carmical; that the charges of the said attorneys and of the said surveyor were reasonable, and were necessarily entailed upon Respondent in having the said surveys made and the said titles examined, and that the said C. Slomp ought to be required to reimburse Respondent therefor. Respondent further says he here denies each and every allegation in said bill not hereinbefore expressly admitted.

Wherefore, having fully answered, Respondent prays that the Complainant's Bill be dismissed; that this Respondent's Answer be made a Cross-Bill against the said C. Slomp, and that he be required to answer the same, but not under oath, that being expressly waived; that the aforesaid contract of January 29th, 1900, be canceled and rescinded; that the said C. Slomp be required to pay Respondent the sum of \$1625.62, on account of attorneys fees and others expenses, as hereinbefore set forth, and for costs, and all such other, further

(23)

and general relief as the nature of the case may require, and to Equity may seem meet.

B. H. Sewell, and

Bullitt, Kelly & Hull,

Attys. for Respondent.

Campbell & Leung

vs.

Answer &
Cross Bill.

Calvin Pardee, et al

Filed in open Court
& by leave thereof
This the 14th day of
Novr. 1902.

A.B. Munsey clk.

BULLITT, KELLY & HULL,
ATTORNEYS-AT-LAW,
BIG STONE GAP AND BRISTOL, VA.

CIRCUIT COURT OF LEE COUNTY, VA.

C. Slemp

ORDER.

v.

Calvin Pardee et al.

This day came the parties herein by counsel, and by agreement the order heretofore entered in this cause at this term is set aside and held for naught; and by agreement the cross bill of Calvin Pardee v. C. Slemp and C. B. Slemp is dismissed, settled, each party to pay his own costs on the said cross bill, and this cause is stricken from the docket.

C. Slemp,
vs ^Q orders

Calvin Pardee et al.

Entered in C. Q. B.
No. 7 page 427

Enter

Hawson

Feb'y. 22^d 1904.

LEE CIRCUIT COURT.

C. SLEMP

VS.

C. PARDEE ET AL.

DECREE.

Upon the calling of this cause the plaintiff moved to dismiss the original bill at his own cost, which motion not being resisted by the defendant, it is ordered that the original bill in this cause be dismissed at the cost of the plaintiff and that the defendant C. Pardee, do recover his costs expended herein in the defense of said original bill against the plaintiff C. Slemp, and execution may issue therefor if desired. It is further adjudged and ordered that the dismissal of the original bill does not adjudicate any questions raised by the cross-bill herein of the defendant C. Pardee against the plaintiff C. Slemp, but all questions raised thereby are expressly reserved for future adjudication;


And the plaintiff by counsel moved the court for a continu-
evidence
ance of this cause on the crossbill for the purpose of taking in
rebuttal of the agreement of counsel & to be used as the deposition
of R. C. B. Thruston.

and the court not having time in its opinion at the present term of the court to hear and determine the issues raised on the said cross-bill and the parties by counsel agreeing, it is ordered that this cause be made a vacation cause to be heard and determined in vacation of this court, and any decree herein in vacation to be as binding on any of the parties as if made in term time; and thereupon the plaintiff moved for leave to take further evidence at any time before the hearing hereof to which motion the defendant C. Pardee objected, and the court being advised it is ordered that the plaintiff has leave to take such further evidence as he may be advised is proper in rebuttal of the evidence contained in said agreement, which is to be used as the deposition of said Thruston, and the defendant Calvin Pardee is likewise granted leave to take further evidence herein.

#2.

And on motion of the plaintiff, leave is granted him to withdraw and cancel the deed filed in escrow in this cause upon leaving a copy thereof in the papers of the cause.

C. slump

vs.  drawn

C. Ponder etals

Entered COB, 7. P. 321.

Enter this

H. A. W. Shum

July 8-'03

CIRCUIT COURT OF LEE COUNTY.

C. Slomp,

Complainant,

vs.

DECREE,

C. Pardee, et al.,

Defendants.

This day again came the parties herein, by counsel, and the Defendant, Calvin Pardee, by counsel, filed a written motion herein, moving the Court to quash the attachment heretofore issued herein for grounds appearing upon the face of the papers, which motion was argued by counsel; and, the Court being advised, it is adjudged, ordered and decreed that the said motion be, and the same is hereby, overruled; and, thereupon, the said Calvin Pardee, by counsel, filed a demurrer in writing to the bill herein, and the complainant joined issue on said demurrer, and the Court having heard argument by counsel thereon, it is adjudged, ordered and decreed that the said demurrer be, and the same is hereby, overruled; and, thereupon, the said Calvin Pardee, by counsel, filed his answer and Cross-Bill herein; and, the Complainant replied generally ^{to said answer} ~~thereto~~; and, on motion of the said Complainant leave is hereby granted him to file his answer to said Cross-Bill at Rules not later than 1st January Rules, 1903, if he shall be so advised.

And this cause is continued.

C. Sluip,
vs & Seere

C. Pordeu et al
Ent. Co. B. 7. P. 195.

Enter this
Nov. 14th 1902
H. A. W. Shier

Lee Circuit Court.

C. Slemp,

Plaintiff.

v.

ORDER.

C. Pardee,

Defendant.

By agreement of parties hereto by their counsel, it is ordered that this cause be made a vacation cause, such action to be taken and with like effect in vacation as if heard and taken at this term of court, both with respect to the plea filed in the cause and with respect to any other pleadings that the parties may be advised or required to file.

C. Stamp,

Order
C. Pardee

July 15-02
Entered on COB
No 7 P. 128

Entered on COB
No 7 P. 128

C. Stamp,

A.

C. Pardee,

ORDER.

See Circuit Court.

Plaintiff.

Defendant.

CIRCUIT COURT OF LEE COUNTY.

C. Slemp,

Complainant,

vs. Order,

Calvin Pardee, et al.,

Defendants.

This cause came on this day to be heard upon the plea to the jurisdiction heretofore filed at rules by the said Calvin Pardee, *which on motion of the plaintiff was set down for argument* and on motion of the said Calvin Pardee to file a second plea to the jurisdiction of the Court, and the objection of the said C. Slemp to the filing of the said second plea, and was argued by counsel.

On consideration whereof, it is adjudged, ordered and decreed that the objection to the filing of the said second plea to the jurisdiction of the court be, and the same is hereby, sustained; and the Court being of opinion that this Court has jurisdiction of this case, it is adjudged, ordered and decreed that the plea to the jurisdiction heretofore filed at rules by the said Calvin Pardee is insufficient to constitute a defence herein, and leave is given to the defendants to further demur, plead or answer herein.

C. Skemp

vs $\frac{1}{2}$ Order.

Calvin Pardee et al
Entered on Oct. 7. P. 189

Enter this.

H. C. W. Skemp

to the defendants to further amend, filed as answer, herein.

is insufficient to constitute a defence herein, and leave is given
jurisdiction heretofore filed as rules by the said Calvin Pardee
this case, it is adjudged, ordered and decreed that the plea to the
and the court being of opinion that the said plea is insufficient to
jurisdiction of the court, and the same is hereby, adjudged;

and the objection to the filing of the said second plea to the
and the objection to the filing of the said second plea to the
on consideration whereof, it is adjudged, ordered and decreed
by counsel.

C. Skemp to the filing of the said second plea, and was ordered
plea to the jurisdiction of the court, and the objection of the said
Pardee, and on motion of the said Calvin Pardee to file a second
the jurisdiction heretofore filed as rules by the said Calvin

This cause came on this day for argument upon the plea to

Calvin Pardee, et al.,

vs. Order.

C. Skemp,

Defendants.

Complainant,

CLERK OF THE COURT.

To Campbell Slump

Take notice, that on the 28th day of March, 1903, at the office of Buccino
Kelly, in the town of Big Stone Gap, between the hours of 9
o'clock a. m. and 6 o'clock p. m. of that day, I shall proceed to take the depositions of
D. C. Sewell and others
to be read in evidence in my behalf in the suit in equity depending in the Circuit Court of
Lee County in which you are
Plaintiff and son

Defendant ; and if from any cause the taking of said depositions be not commenced on that
day, or if commenced, if they be not completed on that day, the taking of said depositions
will be adjourned and continued from time to time and place to place until they are completed.

Respectfully,

Service accepted

March 24/03

R. T. Smith

C. Pardee

by counsel

The deposition of John B Barker and ----- taken before me John W Chalkley, a Notary Public in and for the County of Wise, State of Virginia, pursuant to the notice hereto annexed, at the office of Bullitt & Kelly in the town of Big Stone Gap, to be read as evidence on behalf of Calvin Pardee in a suit in Equity pending in the Circuit Court of Lee County, wherein C. Slemp is Complainant and Calvin Pardee, et als, are Defendants. Present J. F. Bullitt, attorney for Calvin Pardee, and R. T. Irvine, attorney for C. Slemp & C. B. Slemp.

John B Barker witness of lawful age, being first duly sworn, deposes as follows:

Questions by Mr. Bullitt.

Q1. State your age, residence and occupation.

Ans. 59 years old. Farmer. Residence Washington Co. Va.

Q. 2. Did you formerly live in Lee County, Virginia?

A. I did.

Q 3. Did you live in Lee County in January 1900 ?

A. Yes sir.

Q 4. Are you acquainted with C. Slemp and Calvin Pardee ?

A. I am acquainted with Slemp and have met Mr. Pardee a few times.

Q 5. I hand you a contract dated Jan. 30th. 1900 between yourself and Calvin Pardee, please state whether you signed this contract and file the same with your deposition marked "Barker Exhibit A."

A. Yes. I herewith file the same marked "Barker Exhibit A"

Q 6. Where was this contract signed ?

A At Mr. W. J. Horseley's office in Big Stone Gap.

Q 7. What time of day was it signed ?

A. I could not tell. It strikes me commenced writing it about 11 o'clock but it sorter strikes me it was not signed until pretty late in the evening.

Q 8. Are you acquainted with one A. K. DeBusk who lives in Lee County ?

A. Yes sir.

Q 9. Was or not DeBusk present on the day that said contract was signed between you and Pardee?

A. It is my recollection he was present.

Q 10. Are you acquainted with B.H.Sewell and David Sewell of Jonesville, Virginia?

A. Yes Sir.

Q 11. State whether or not you saw them in Big Stone Gap on the day said contract with you and Pardee was signed.

A. Well I could not say. I saw them here two or three times. It rather strikes me that they were not here that day.

Q 12.★. Don't you remember having a talk with Mr. B.H.Sewell, about the price that you were getting for your land, here in Big Stone Gap?

A. Yes Sir, talked right out there in front of the hotel about what I had got for my land. He did not sell for some time afterwards.

Q 13. Can you remember whether or not at the time you had this talk with Mr. Sewell was on the day that you traded with Mr. Pardee?

A. No sir it was not that day. This was some time after this.

Q 14. How many days were you here at Big Stone Gap after you traded with Mr. Pardee

A. After Pardee come himself just one day is my recollection I had come before to see Horseley.

Q 15. How long before was it that you had come to see Horseley?

A. It was five or six days before that that I gave Horseley contract to sell my land.

Q 16. Were you present when the contract between Mr. Pardee and A.K.DeBusk for the sale of the A.K.DeBusk land was signed?

A. Yes I was present and heard them agree on the price and was present when they signed a contract. I reckon that was what they were doing, I did not read the papers but that is what they claimed.

Q 17. Was the DeBusk contract signed before or after your contract ?

A. Before is my recollection.

Q 18. How long before ?

A. It was just a short time, I could not tell exactly, it might have been an hour or two. Just as soon as they got through the DeBusk contract they went to writing mine.

Q 19. The contract which you have filed acknowledges the receipt of \$250.00. Was it paid you in money or by check?

A. Check .

Q 20. What did you do with this check ?

A. I reckon I gave it to Bob Barron, the Cashier of the bank of R A. Ayers & Co., for deposit late that evening.

Q 21. State whether or not you went home on the evening of the day on which you traded with Mr. Pardee.

A. Yes sir I went home.

Q 22. Where did you live at that time ?

A. Turkey Cove, Lee County, Virginia. About six miles from Big Stone Gap.

Q 23. What did you do next day ?

A. Went to Crab Orchard to option some land.

Q 24. State whether or not you knew that Col. Slomp was making \$5.00 an acre on your land.

(This question is objected to because immaterial.

R.T. Irvine, Attorney.)

A. I did not. He told me he was not getting anything on my land and he would see that I was not beat in the sale.

Q 25. Did you at any subsequent time have a conversation with Col. Slomp as to whether or not he was making anything on your lands, and if state what it was ?

(This question is objected to because immaterial.

R.T.Irvine, Attorney.)

A. Me and him went to Bristol in June following that trade and in depositing our money Colonel deposited, I thought, too much and made me suspicion he made something off of mine, then the next day as we come down the rail-road at Mendota me and him had a quarrel, I told him he made some of the money off of my land I believed, he deposited too much. He said by the Eternal World he did not do such tricks as that. Said he was a white man himself.

CROSS-EXAMINATION.

Question by Mr. Irvine.

XQ1. Who was present when you had this conversation just referred to with Col. Slomp ?

A. I don't know. It was in the car box. I don't know who there was several in there.

Further this deponent sayeth not. Signature waived by counsel.

It is hereby agreed by counsel that the bank books of R.A.Ayers & Co., show that the foregoing check for \$250.00, ~~referred~~ referred to by Mr. Barker, was deposited in said bank on Jan. 31st. 1900, and it is further agreed that if the said check was not given to the Cashier of the said bank until after banking hours on the 30th. the said books would show that it was deposited on the 31st.

Also the deposition of W. S. Palmer, a witness of lawful age, who, being first duly sworn, deposes as follows:

Direct Examination:

Q.1: State your age, residence and occupation ?

A: 44, residence Crab Orchard, Va., Land Agent.

Q.2: For whom are you land agent ?

A: Interstate Investment Company.

Q.3: How long have you been acting as agent for said company ?

A: Since June, 1889.

Q.4: Are you familiar with the boundaries of the Interstate Investment Company on Clover Fork in Harlan County, Ky.?

A: I am.

Q.5: Are you familiar with the lands owned or claimed by Col. Slemple lying in Harlan County, Kentucky, adjoining the lands of ~~Colonel Slemple~~ the Interstate Investment Company, which he contracted to sell to Mr. Pardee?

Q.6: A: I am acquainted with those lands that immediately adjoin the Interstate Investment Company land.

Q.6: Are you acquainted in a general way, also, with the location of all of Colonel Slemple's lands in that neighbourhood?

A: Yes Sir.

Q.7: State whether or not you went from your place in the Crab Orchard with me and Mr. Jno. W. Chalkley a few weeks ago over to these lands.

A: I did .

Q.8: State whether or not you rode with me and Mr. Chalkley from the mouth of Razor's Fork down the Clover Fork, and, if so, how far down did we go ?

A: I did. We went down about a mile and a half or a mile and three-quarters; about one-fourth mile below the mouth of Lowders Creek.

Q.9: After leaving the mouth of Razor's Fork, state whether or not, in riding along said road, you can see any part of the Slemple lands, and, if so, at what points, and how much thereof ?

A: You can see Colonel Slemple's lands from two points, from the mouth of Jacob's Branch and the mouth of Lowder's Creek. From the mouth of Jacob's Branch you would see, I would say, from six to ten acres, and from the mouth of Lowder's Creek, I suppose, from about 25 to 30 acres.

Q.10: Are these the only two points, after leaving the mouth of Razor's Fork ~~from which you can see any of Colonel Slemple's land ?~~

A: The only two points.

Q.11: What prevents you from seeing Col. Slemple's lands as you ride down this road ?

A: The spurs that come out from Big Black Mountain.

Q.12: State whether or not we passed along the road leading from Lee County, down through Morris Gap, down Trace Branch, passing to the East of the house of Enoch Blair, and crossing Clover Fork below the mouth of Razor's Fork on the occasion I have referred to.

Q.13:A: We did.

Q.13: State whether or not I called your particular attention to, and requested you to notice whether or not you could from any place along this road see any portion of Colonel Slemple's lands.

A: You did.

Q.14: What was the result of your observation on that occasion?

A: The result was that we could see to the left hand side of Razors Fork from a point above Enoch Blair's, on Trace ranch, Colonel Slemple's land lying in next to the top of Big Black Mountain.

Q.15: Could you see any part of Colonel Slemple's lands lying on the West of Razor's Fork, and within, say, a half mile of the mouth thereof?

A: No you can not.

Q.16: What prevents you from seeing the land last referred to?

A: It is a spur that runs off from Big Black Mountain, and comes down to the mouth of Razor's Fork and Clover Fork.

Q.17: State whether or not in driving up the Clover Fork, and turning up the road last referred to, and coming up Trace Branch and through Morris Gap, you could get any adequate idea of the location of the Slemple lands, and of the boundary lines thereof.

A: I think not.

No Cross Examination.

Signature waived by agreement of counsel, and further this deponent sayeth not.

The further taking of these depositions is adjourned to the office of Bullitt & Kelly, in Big Stone Gap, at 9 o'clock, a. m., on Tuesday, March 31st, 1903.

Virginia, Wise County, to-wit:

I, Jno. W. Chalkley, a notary public in and for the state and county aforesaid, do hereby certify that the foregoing depositions of John B. Barker and W. S. Palmer, were duly taken and sworn to before me at the time and place and for the purpose in the caption hereto mentioned, and that counsel, by agreement, waived signature of said deponents.

Given under my hand this March 28th, 1903.

fee, taking and transcribing,		Notary Public, Wise Co., Va..
4 hours, @ .75¢	\$3.00	
Witness John B. Barker, 74		
miles travel and attend.	6.42	----- Paid by C. Pardee.
Witness W. S. Palmer, 12 miles		
and attendance	1.46	--- not paid.

C. Slump

Depositions of
Marshall and
W. S. P. Oliver.

C. Rodee

C. Slemp,

v.

C. Pardee, et al,

VIRGINIA, Wise County, to-wit:

I, R. T. Irvine, a Notary Public in and for the State and County aforesaid, do certify that C. Slemp this day made oath before me in my County aforesaid that C. Pardee is not a resident of the State of Virginia; that said C. Pardee is indebted to him in the sum of \$28789.00; ^{with interest from January 1st 1902} that he believes that his said claim against said C. Pardee is just, and that he believes he is entitled to and ought to recover from said Pardee at least the aforesaid sum, with interest as aforesaid, and that said Pardee has estate in said State of Virginia and in the County of Lee.

Given under my hand this the 8th day of January, 1902.

R. T. Irvine

Notary Public.

C. Sleep

ver-
affidavit
for
attachment

C. Pardee et al

Filed January 9th 1902

A. B. Minsey Clerk

Extra copy

"Dewell Exhibit 3-"
Mayo Cabell,
Notary Public

COPY SURVEYOR'S REPORT ON THE LANDS OF

CAMPBELL SLEMP; ON THE CLOVER

FORK OF THE CUMBERLAND RIVER, IN HARLAN COUNTY,

KENTUCKY, - - - - -

Plat E. Slemp Blair Land.

Beginning at the junction of the Clover and Razor Forks,
thence down the former as it meanders, being with the Hiram Huff
Deed from Thomas Morris 1872 and also with the lines of Thomas
Morris to Abner Blair, 1884

S. 31-1/2 W. 11.61 poles

S. 39° 10' W. 12.73 "

S. 84-3/4 W. 18 "

S. 54° 25' W. 9 "

S. 73-1/2 W. 22.48 "

S. 86-1/2 W. 22 " to a stake, the N. W. corner of
E. C. Blair's part or Lot of land, and
with line thereof

S. 50 E. 161.09 poles to a point on the North side of a spur
of Little Black, which is S. 50 E. 10
links from a small birch marked and

S. 75 E. 12 links from a marked sugar
tree-- these trees not found.

S. 2 W. 40-3/4 poles to a stake on top of Little Black Mountain;
thence with the top thereof & lines of
C. Pardee Va. Lands

N. 76-1/4 E. .32 poles

S. 58-1/2 E. 13.86 "

N. 63-3/4 E. 15.96 "

N. 80-1/2 E. 16.40 "

S. 84-1/2 E. 6.48 "

S. 74-1/4 E. 5.36 "

N. 81-1/4 E. 8 "

N. 78 E. 43.40 "

S. 86-3/4 E. 40.28 " crossing the upper trace road at

S. 35 E. 1.40 " to small black-oaks and small sourwood,
Thruston's corner; thence leaving
the Slem, Hurst & Shelburn Lands,
and with the Thruston land

N. 36-1/4 E. 6.25 poles to a stake

N. 61-1/2 E. 14.06 " " " " on the east line of the J. W.
Morris 250 Acre Survey, and with line
of same, leaving top of Mt.

N. 5 E. 74 poles to a stake above a corn field, thence contin-
uing with said J. W. Morris 250 A.
survey line

3

N. 66 W. 49.44 poles to an sugar tree on top of the Fire Scald
Ridge, and with the top of same leaving
sd Morris line

N. 74° 35' W. 13.54 poles

N. 78-3/4 W. 13.35 "

N. 71 W. 12.60 "

N. 80 W. 9.50 "

N. 56 W. 18.75 " to a stake and large chestnut oak,
thence with a conditional line made by
Jacob and Henry Morris

N. 11 W. 6.30 poles to three water-oaks & a locust on said J. W.
Morris 250 A. survey line, and with
the same

N. 66 W. 73.16 poles, thence Northwardly I ran

N. 3/4 E. 19 poles to a point on the bank of Clover Fork,
said to be the former position of the
Samuel Parson poplar corner, thence
with the meanders of said Creek

S. 37-1/2 W. 11.42 poles

S. 81-1/4 W. 19.38 " to the beginning.

Containing _____ Acres.

Excepting from the above one half acres around the present
dwelling house of E. C. Blair.

Beginning at a stake, being a post of his yard fence,
thence nearly with said fence

N. 9-1/2 W. 10 poles

S. 80-1/2 W. 8 "

S. 9-1/2 E. 10 "

N. 80-1/2 E. 8 " to the beginning.

SLEMP'S LANDS NORTH OF THE CLOVER FORK

ON THE BIG BLACK AND

SPURS THEREOF. Plat Small s.

Beginning at (s') a stake on the East bank of Huff's Creek, supposed to be the position of the three sugar trees called for in the James Coldiron 200 Acre Grant of A. D. 1883. This point obtained by running from the reported Beginning corner of the Boyd Dickison 25000 Acre survey, on S. 2 W. 320 poles, thence with the South line of said Survey; and the North line of said James Coldiron 200 Acre Survey; the North line of the Z. B. Wilson 200 Acre Survey the North line of the Stephen McKnight 200 Acre Survey, in all 960 poles to a stake, continuing ~~some~~ course 42.42 pole in all

N. 62 E 1002.42 poles to (S²) (M⁸) a stake the North West corner of the Andrew Davis 75 Acre survey and with a chestnut and water birch marked as pointers 2-1/2 poles east of the Tipton Fork of Razor Fork of Clover Fork of Cumberland River, thence with the West line of said Davis 75 A. survey

S. 4-1/2 E. 100 poles to (S³), a stake on the South line of the Campbell Slemple 100 Acre survey with a cucumber and water-oak pointer, thence with the south line of said survey

N. 87-1/2 W. 47.18 poles to (S⁴) a stake on the east line of the James Green 200 Acre survey & with the same

S. 1 W. 80.40 poles to (S^b) a stake, the Southeast corner of said survey
 and continuing with line thereof
 S. 62 W. 156-1/2 poles to (S^b) a stake on the Wilson North line,
 and with the same
 S. 87-1/2 E. 33 poles to (S⁷) a stake on ^{top of} the Clearing Cove Ridge, and
 with the same and lines of Harman Clarkston
 S.17-1/2 E. 5.77 poles
 S. 8 E. 6 "
 S.13-1/2 E. 5.42 " thence leaving top of ridge, and continuing with
 Clarkston's line
 S.34-1/2 W. 36.64 poles to two small water-oaks & chestnut-oak on top of
 a small ridge, passed at 9.2 poles a poplar, original corner
 called for in Clarkston's Deed, & continuing with lines of
 same
 S.7-3/4 E. 10.90 poles to chestnut sprouts and dead chestnut, near
 a small ledge of rocks
 S.12-1/4 W. 22 1/4 poles to a hickory
 S.11-1/2 W. 27-1/2 " " " stake
 S. 8 W. 9-1/2 " " " Chestnut
 S.49-3/4 E. 8 poles to a small maple and service on the North bank of
 Razor's Fork, and with said Creek
 N.51-1/2 E. 13.24 poles to a stake, thence leaving Creek with Thruston's
 line
 S. 0° 17' E. 7.94 " " " white walnut marked E, thence with Mr.

Thruston's lines & with lines of the France Clarkston Deed

S.36 W. 72 poles to alynn

S.37°54'W.49.69 " " " cucumber

N.55-1/2 W. 8 poles to a stake ina Dreck passing a beech, the begin-
ning of the William Wilson 400 Acre Survey at 6-1/2 poles,
thence with the menaders of said Creek & the France Clarkston
deed

S.43°25'W.17.86 poles

S.63-3/4W. 2.48 "

S. 38 W. 4.48 "

S. 16-3/4 W. 11.68"

S. 43° 50' E. 10.16 poles

S. 1° 55' E. 34.42 "

S.34-3/4 E. 18.42 "

S. 1-1/2 W. 13.30 " to a stake opposite the mouth of a
branch, thence up said branch and with
the Galloway line

S. 68-1/2 W. 5.36 poles passing amarked poplar at 4.30 poles
thence leaving the France Clarston
Deed lines, and with the _____ Morris
2042s deed lines

South 21.40 pole to (D⁺) a Beech (stump), corner to the Thomas
Morris 100 A. Survey, dated 1842 and
with lines of same

8
N. 22-1/2 W. 96.70 poles to (F⁵) a stake the N. E. corner of
said survey, and continuing with said
survey

N. 87-1/2 W. 157.31 poles to (S) a stake on the West line of t
the Thomas Morris 100 Acre Survey of
1848, and with line of same

N. 62 W. 67 poles to (S) D⁶ a stake the Northwest corner
thereof and with the North line of
sd. survey

N. 89 E. 85 poles to (S) a stake on the West line of the
John Clarkston 100 Acre Survey and
with it

N. 11 E. 51.38 poles to a stake on a line of the E. M. Slomp
1200acre Survey & with it

N. 89-1/2 W. 40.46 poles to (K¹⁴) a stake on top of Ridge between
Jakes Branch and Razor Fork, being
a corner to said Slomp line, & continu-
ing with line thereof

N. 13-1/2 W. 83.06 poles to (S), a stake on the South line of
the Z. B. Wilson 200 Acre Survey, and
with the same

S. 62 W. 124 poles to (R.) the third corner of the James Cold-
iron 200 a. Survey, and with lines
thereof

S. 88°20' W. 315 poles to the beginning.

Containing _____ Acres.

9

The above boundary interferences or laps on the following surveys and claims in acres as below given.

L. W. Huff	700 Acres	dated	1856	10.50	Acres
John Garrison	150 "	"	1858	100.47	"
			2	<u>110.97</u>	
Wm. Wilson	400 "	"	1845		

as Mr. Thruston claims its boundary lines.

Thruston's Bailey Lands (Black lines marked f.f./f.)

Cornett & Wynn land Triangle B f. f.

10

Description of Grants as Surveyed.

Plat A. J. W. Morris 250 Acre Survey.

I began at (A^1) a point on the top of a spur East of E. C. Blair House, the original position of the three beeches, the beginning corner of said J. W. Morris survey, thence S. $70-1/4$ E. 15 poles to (A^2), a beech & chestnut stump & white-oak stump, original corner, thence I allowed 2° dec. and run S. 2 W. 250 poles to (A^3) a stake on the south side of the Little Black Mountain, this line crossed public road at 36 poles, crossed top of Mt. at 145.84 po., thence S. 75 E. 160 poles (crossed a branch at 130) to a stake in a drain at A^4 , N. 5 E. 240 poles (crossed at 166 poles the top of Mountain), thence N. 66 W. 200 poles to (A^0), thence we went to A^1 the beginning and reversed the closing line running N. 2 E. 22.6 poles to the right of A^0 seven feet.

Plat B. Thomas Morris 100 Acre Survey, 1846.

Beginning at B^1 a sugar tree stump on the south side of Clover Fork and pointed out as the beginning corner by E. C. Blair, thence allowing $2-1/2^\circ$ dec., I run N. $37-1/2$ W. 50 poles to B^2 , not finding anything I went to point B^2 near the position of second corner as pointed out to me some 13 years ago, thence N. $73-1/2$ E. 102 poles to D^2 a point obtained by running from D^1 thence remaining lines protracted S. $72-1/2$ E. 60 to B^4 ,

220

S. 47-1/2 E. 140 to B⁵, S. 29-1/2 W. 60 to B⁶, N. 63-1/2 W. to the beginning. I surveyed this tract some years ago.

Plat C. Elias Morris 80 Acre Survey, 1843.

Beginning at C¹ a birch stump 1-4 pole west of a white walnut, the position of the three lynns the original corner thence N. 46-1/4 E. 58.4 poles to a point three poles to the right of C², a point claimed by Mr. Thruston as the original corner, containing in all 68 poles, to a point 3-1/4 poles to the right of C², the position claimed by Col. Slomp to be the original corner. To further substantiate Col. Slomp's claim I went to C⁴, a standing beech marked as corner, claimed by Slomp to be a corner of the Jonathan Kelly 50 A. Survey of 1831, thence with the reverse line thereof "S. 33 E." 14 poles" I run S. 30 E. 14 poles to C¹, thence "S. 74 W." I run S. 77 W. 60 poles to point CV, extending 6 poles to C², a point three poles to the right of C², (Mr. Thruston claims the correct position of line C² to d e. to be a line parallel thereto drawn from station C²) The remaining lines of the E. Morris 80 A. were not run but plotted from field notes I run about the year 1866.

Plat D. Thomas Morris 100 A. Survey of date 1848.

Beginning at D¹ (which bears from forks of Creek S. 81-1/2 W. 29 poles), a beech stump original beginning corner, S.

23 E. 17 poles to D^2 a stake on the North Bank of Creek no marks found on a sycamore nearby N. 40 E. 58 poles to D^3 a stake in a cleared field, N. 59 W. 38 poles to D^4 a stake on the north bank or side of Creek (No corner found) N. 27-3/4 W. 93.98 poles to D^5 , a beech stump pointed out by E. C. Blair as the original corner, thence S. 89 W. _____ poles to D^6 , the intersection of reverse line from beginning, thence going back to D^1 we run N. 62 W. _____ poles to D^6 said intersection.

E

John Clarkston 100 Acre Survey of 1845.

Beginning at (E^4 & I^1), a point in a field shown to me by Harman Clarkston, as the position of the original corner trees sugartree and water-oak beginning corner of the I. W. Huff 100 A. survey thence S. 88 E. 10 poles to E^5 a stake, S. 8 E. 160 poles to (E^6) a stake (we marked a beech E.C.B.) on a NorthEspur (at a distance of 126.06 we drove a stake opposite the poplar on the Galloway line) N. 88 W. 100 poles to a stake (E^7), crossed to p offridge at 33.72, N. 58 W. 80 poles to stake (E^8), N. 11 E. 90-1/2 poles to intersection of the South line of the E. M. Slomp 100 A. grant, in all 255 poles to intersection of closing line reversed from E^4 N. 7 W. 104 poles.

12
F Thomas Morris 100 Acres, 1842.

Beginning at F⁰, a maple stump on top of the ridge west of Jake's Branch- (and about five poles above the chestnut Black Gum & Rock corner to the Hampton or Farmer 850 A. u survey), being pointed out by Abner Blair as the corner claimed by Cornett & Wynn, thence N. 37-1/2 E. 160 poles to F⁴ stake, thence S. 87-1/2 E. _____ poles to F⁵ the intersection of line reversed from (D⁴) the beginning a beech stump before described, thence from said beech stump we ran N. 22-1/2 W. 96.07 poles to F⁰, said intersection, the remaining lines from F¹ to F³, were not run.

G Jonathan Kelly 50A. 1831.

Beginning at G¹ a maple stump at the upper end of an apple orchard about 6 feet from an apple tree marked as a pointer & about 3 poles East of Rock House Branch S. 72-1/2 E. 28 poles to (C¹), a chestnut stump, S. 44 E. 26 poles to a stake and apple tree (near a privy bush that Harman Clarkston says was planted in the place of the Black gum original corner)- remaining lines platted.

H John Clarkston 100 Acres.

Beginning at H¹ & G¹ (two maples from one stump) same corner described in Jonathan Kelly description as a maple stump thence we ran N. 41-1/2 E. 84 poles to a marked hickory (a chestnut nearby down) and about one pole West of the

forks of Raccoon Br., thence N. 15-1/2 W. 150 poles to a stake, crossing the McKnight south line at _____ poles. Remaining lines platted.

I

I. W. Huff 100 A. 1845. Beginning at I^1 a point in a field the position of the original water-oak and sugar tree as pointed out by Harman Clarkston and others, thence N. 88 E. 22 poles to (I^2) a stake, where formerly stood beech & two maples, corner to said Huff Survey (also to the Elias Morris 50 A. Survey, as likewise was I^1 the water-oak and sugar tree) N. 53 E. 12 poles to (I^3) a chestnut stump on the East Bank of Rock House Branch, N. 47-1/4 W. 40 poles to (I^4) a beech and maple now gone- a point in a cleared field- and on the East side of said branch N. 87-1/4 W. 80 poles to I^5 3 sugar trees now gone in a field- S. 2°50' W. 176 poles to I^6 a stake three feet East of a white walnut that stands about one pole East of the top of the ridge, S. 67-1/4 E. 87 poles to I^7 stake N. 1/4 W. 144 poles to the beginning.

J

Wm. Wilson 400 A. Survey, 1845.

We be began at (J^1) a beech stump fallen on the South Bank of Razer's Fork about 14 2/3 poles from a willow- said beech claimed by all interested parties to be the beginning corner of the aforesd. Wilson 400 A. survey, thence allowing 2-1/2°

15
variation we ran the following courses and distances
without finding any corners

S. 57-1/2 E. 12 poles to (J⁶) passed at 6-1/2 poles cucumber corner to the Slomp & Thruston lands

N. 49-1/2 E. 112 poles to (J⁵) a bunch of lynns none marked

N. 77-1/2 E. 136 " to (J⁴) a stake on top of a spur- I blazed a small chestnut

N. 47-1/2 E. 150 poles to (J³) a point on Middle Ridge about 20 poles south of Razor Fork- we blazed 3 beeches and sugar tree as pointers

N. 23-1/2 E. 100 poles to (J²) stake on East side of Halls Spur

N. 73-1/2 E. 40 " (J⁷) " " " " " "

N. 48-1/2 W. 40 " (J⁶) " "

S. 47-1/2 W. 176 " (J⁹) stake

N? 87-1/2 W. 213 poles to the intersection S. 62 W. _____

line of the James Green 200 Acre Survey- thence by protraction the remaining lines.

NOTE: There is a great decrepancy or difference in the location of this North line of the Wilson Survey and the green dash line heretofore claimed by parties, forming the South lines of the C. Slomp & the Andrew Davis Surveys, and makes a difference of some 160 acres between Mr. Thruston and Col. Slomp. Mr. Thruston claiming this North green dash line & the West dash line as the true lines of the Wilson

225

Survey. To determine the exact acreage would require more surveying.

K E. M. Slomp 120 Acres. 1888.

To locate this survey we began at K^8 a marked chestnut oak, a corner to said survey, thence S. $22-1/2$ W. 7.18 poles to K^9 a chestnut-oak, S. $4-1/2$ E. 11.66 poles to K^{10} a chestnut, S. $49-1/2$ E. 57.20 poles to K^{11} a stake in the Rock House Branch, thence S. $1/4$ W. 70 poles to (K^{12}) a stake Intersection point of this line 4.54 poles with 396.44 poles of line S. 62 W. S. $9-1/2$ E. 60 poles to (K^{13}) a point on the side of a ridge, N. $89-1/2$ W. crossing top of a ridge at 34 poles, in all 60 poles to (K^{14}) the top of the ridge between Jakes Br. & Razor Fork (Note. I do not think the first ridge can be the one, as it seems to be merely a spur running off from the main ridge) N. $13-1/2$ W. 94 poles to K^{15} ; at 88.06 p. intersect the S. 62 W. line at 476 poles from U^3 its beginning. The remaining lines were merely protracted.

L Harman Clarkston 75 Acres. 1888.

We located the beginning corner by running from A^1 the maple stump corner to the Jonathan Kelly & John Clarkston surveys as follows:

S. 83 W. 3.18 poles, N. $61-1/2$ W. 25.54 poles to a black walnut & a large rock on the West side of Rock House Br.

17
Survey protracted in brown lines. As will be observed
the S. 20 W. 43 line corner calls for the John Huff 121 A.
line but does not reach it by about 43 poles, in fact
never with out a slight change of direction. I have plotted
this line in broken Brown or the brown dash lines will
represent the remaining lines if we assume that this line
must be extended to the Huff line, whilst the solid lines
represent the true lines without assumption.

m Andrew Davis 75 Acre Survey, 1869.

Beginning at M⁶ a water-oak chestnut and cucumber Creech's
corner, thence N. 1-1/2 E. 134 poles to (M⁷) a stake on the
line I ran N. 62 E. for the South line of the Dickison
survey at a distance of 120 poles from M⁶ ("Dud") Jonathan
Creech pointed out a water-oak and two cucumbers which he
claims to be his corner, and the supposed position of the
stake the Davis Grant calls for on the Dickison line.

Note: Should this point be correct then ~~M~~⁷ is 14 poles
to far North or to the left, and hence all the corners,
S¹, T¹ and U¹, and likewise the corners U³, T³, S³ and R³
are proportionally too far North, and this fact should be
considered before calculations are made. Please advise me.
From M⁷ we ran S. 62 W. 200 poles to a stake (M⁸), we mark-
ed a chestnut and other pointers about 2-1/2 poles East of
a branch of the Tipton (Morris) fork of Razor Fork, thence
S. 4-1/2 E. 100 poles to (M⁹) a stake, we marked a beech

227

service, oak & chestnut as pointers and on a blazed line, blazdd to be the North line of the Wilson 400 Acre Survey- seemed to be several years of age. Remaining lines platted.

N George Brittain 50 Acre, 1827. Did not run but located the beginning corner N^4 a birch in a drain, pointed out by William Blair, this point is N. 28 W. 120- $3/4$ poles from a point on the N. 62 E. line West of N^2 54 poles.

O C. Slomp 100 Acres. 1888.
Beginning at O^2 on ash by a path near a laurel thicket thence N. 62- $1/2$ W. crossing the N. 62 E. line at 72 poles in all 185 poles to O^0 , a point on top of Big Black Mt. Maple corner not found- thence returning to said ash (which we marked S) S. 9- $1/2$ E. 76 poles- corner missed S. 85 W. 4.85 poles to a service and two chestnuts on an old blazed line (makes the true bearing and distance S. 5- $3/4$ E. 75- $3/4$ poles)- thence with said blazed line supposed to have been intended for the Wilson line N. 87- $1/2$ W. 114.18 poles to point 79.60 poles on the S. 1 W. 160 poles line that is the E. line of the James Green 200 Acre Survey, this line N. 87- $1/2$ W. crossed the stake and pointers (the end of the Davis S. 4- $1/2$ E. 100 pole line)- at 67 poles.

P George Brittain 50 A. 1822. See C-----

Q John Garrison. 150 A. 1858.

Beginning at Q^1 a beech stump with two white-oak pointers, shown to me by Wm. Blair & Wm. Rice as beginning corner thence N. $43-1/2$ E. passing at $22-1/2$ poles (Q^2) a large water-oak stump in all 100 poles, N. $25-1/2$ W. 30 poles, N. $30-1/2$ E. 140 poles, S. $1-1/2$ W. $138-2/10$ poles to the $551-1/10$ pole point of the N. 62 E. line in all 200 poles, S. $48-1/2$ W. 175 poles N. $58-1/2$ W. 109.8 poles to the 294.9 poles point of said N. 62 E. line in all 140 poles $W. 1-1/2$ E. 100 poles S. $88-1/2$ E. to the intersection of the N. $25-1/2$ E. line & with the same S. $25-1/2$ E. to the beginning.

NOTE: This last line and the first line are said to be lines of the George Brittain West 50 A. Survey & the beech a corner of said survey.

R James Coldiron 200 Acres, 1883. To locate R^1 the three sugar trees the beginning corner of sd. survey. We began on a North spur of Big Black Mountain at 3 or 4 stumps which had been sawed off even with the ground and burned black; with a sugar tree and chestnut marked as pointers. Wm. Rice & Clint Holmes pointed out this as the beginning corner of the Boyd Dickison 25000 A. survey of 1846, thence with the reverse line of Closure S. 2 W. 320 poles to R^1 a stake on the East Bank of Huff's Creek- Numerous were the sugar trees for a large space but no marks found-- We run from a

sugar which bears from Q_1^+ N. $26^\circ 39'$ W. 32.08 poles, said sugar pointed out by Clint Holmes as corner claimed by a surveyor several years since by name Miller. We run from this point a distance N. 62 E. 960 poles but found no marked corners. Thence from R^1 N. 62 E. 360 poles to (R^2) a stake,-- found no corner trees S. 1 W. 160 poles to (R^3) a stake, S. $88^\circ 20'$ W. 315 poles to the beginning.

S Z. B. Wilson 200 A. 1883. Beginning at R^2 a stake 2nd corner of the James Coldiron Survey N. 62 E. 200 poles to (S^2) stake, S. 1 W. 160 to (S^3) a stake, S. 62 W. 200 to (S^4) a stake-- N. 1 E. 160 p. to the beginning. No corner trees found.

T Stephen McKnight 200 A. 1883. Beginning at S^2 , 2nd corner of the Z. B. Wilson, thence N. 62 E. 200 p. to (T^2) stake S. 1 W. 160 p. to (T^3) a stake, S. 62 W. 200 poles to (T^4) a stake, N. 1 E. 160 p. to the beginning. No corner trees found.

U James Green 200 A. 1883. Beginning at T^2 second corner of Stephen McKnight 200 A. Survey N. 62 E. 200 poles to U^2 S. 1 W. 160 poles to U^3 , S. 62 W. 200 poles to U^4 , N. 1 E. 160 poles to the beginning. Note. The S 1 W. 160 pole line calls for a stake on the Billy Wilson line, but as

there is a difference in the claims of the location of this line we ran as given above. No corner trees found.

V

John K. Clarkston 50 A. Survey.

Beginning at I^2 & V^3 the second corner of the I. W. Huff 100 Acre Survey- as before described- being now a stake claimed by Col. Slomp to be the position of maple and service called for, thence N. $62-1/2$ E. 25 poles to (V^2) a stake on the South bank of Razor Fork-- corner not found N. $42-1/2$ E. 25 poles to (V^1) stake on the North side of Middle Ridge- (black gum not found) thence S. $38-1/2$ E. to V^0 intersection of line V^4 -- thence going back to (V^0) S. $17-1/2$ E. 120 poles to (V^5), N. $42-1/2$ E. po. to V^0 Mr Thruston claims the corners G^2 & G^3 of the Kelly Survey to be corners of this survey, hence the red dash lines to be the other lines of said survey.

James Coldiron 200 A. lap

on the Huff 700 A.---

Metes & Bounds. --

Beginning at R¹ the 3 sugartrees (now a stake on the East Bank of Huff Creek, thence with said Dickison or Coldiron North line

N. 62 E. 39.34 poles to a stake on the East line of the

J. W. Huff 700 Acre Survey, and

with it

S. 6 E. 40.67 poles to a stake on the South line of said

Coldiron Survey, & with it

S. 88°20' W. 85 poles to the Beginning.

Containing 10-1/2 Acres.

Lap on the John Garrison 150 A.

Beginning at (Q⁷) a stake the South corner of said survey,

thence with line of said John Garrison 150 A. N. 58-1/2 W.

109.8 poles to the South line of the Dickison 25000 A.

Survey, being the North line of the James Coldiron 200 A.

Survey, and with the same

N. 62 E. 256.20 p. to a stake on a line
of said Garrison Survey, and with it

S. 1-1/2 W. 61.80 poles to a stake, the
South East corner of said survey, & continuing with line thereof

S. 48-1/2 W. 175 poles to the Beginning.

Containing 100.47 Acres.

Cartical Exhibit No 1.

May, Cabell,
Notary Public -

Tie Line from Letcher County Line to Sleep Lands.

Beginning at a stake on top of Big Black Mountain, the intersection or Southern terminus of the dividing line between the Counties of Letcher & Harlan, thence with the top of said Mountain, and the State Line of Va. & Ky.

S. 26 W. 240 feet, S. 18½ W. 207' to a stake (corner of the Joseph Jenkins 240 A. Survey), S. 44½ E. 464', S. 5½ E. 200', S. 17½ W. 441', S. 13½ E. 195', S. 16 W. 239', S. 78½ W. 598', S. 25 W. 113', S. 7½ W. 206', S. 24 E. 135', S. 30½ E. 231', S. 19 E. 237', S. 12 E. 690', S. 74 E. 176', S. 70 E. 200', S. 86½ E. 286', S. 5°30 E. 294, S. 14½ E. 646, South 347', S. 78 E. 380', S. 2 W. 279', S. 35½ W. 233', S. 12½ E. 373', S. 53 E. 267', N. 81½ E. 391', S. 71 E. 229', S. 35 E. 263', S. 66½ E. 194', S. 32 E. 211, S. 52 E. 425', S. 57 E. 336', S. 34½ E. 293', S. 1 W. 228', S. 53 E. 284', N. 80½ E. 680', to stake in the McHenry fields, S. 13 W. 250', S. 7 W. 268', S. 43½ W. 256', S. 52 W. 376', S. 29½ W. 196', S. 50½ W. 179', S. 32½ W. 367', S. 36 W. 613', S. 2 E. 237', S. 15½ W. 634', S. 25 W. 681', S. 6 E. 340', S. 4 W. 363', S. 8. 35 W. 302', S. 2 W. 475', to small poplar broken topped and blacked, corner to the 62000 A. Survey, thence continuing with top of Mountain, S. 41-3/4 E. 429 feet, S. 29½ E. 500',

S. 0 35' W. 850', S. 14½ E. 560', S. 50-3/4 E. 330', S. 13-3/4
 E. 1760 to a stake on top the intersection of the Isom Rock
 Spur, S. 33-3/4 W. 205', S. 50-3/4 W. 300', S. 20-3/4 W. 390',
 S. 32½ W. 486', S. 50-3/4 W. 1145', S. 33-3/4 W. 2150', S. 14½
 E. 460', S. 55-3/4 W. 125', S. 65° 30 W. 810', to a sugar
 tree & chestnut, S. 40° 40' W. 1500', S. 27 W. 700', S. 54½
 W. 850', to 2 chestnuts marked as corner trees, the junction
 of the Little & Big Black, thence continuing with top of the
 latter, N. 64½ W. 363 feet, N. 77½ W. 166', N. 56½ W. 607',
 to a stake by a large rock, S. 76-3/4 W. 163', S. 79½ W.
 463' to a stake five feet West of a large rock, N. 59½ W. 243',
 to a tripple maple, corner to R. C. Ballard Thruston's pur-
 chase from Jonathan Creech, thence continuing with top of
 Mountain, N. 49-3/4 W. 560', N. 22-3/4 W. 432', N. 33½ W. 382',
 N. 69 W. 934', N. 37 W. 739', S. 65 W. 654', to a stake,
 (which bears from the sd. Jonathan Creech's West house S.
 4 E. 93'), thence S. 87-3/4 W. 226', S. 75-3/4 W. 211', N.
 69-3/4 W. 372', N. 54½ W. 231', thence leaving top of Mount-
 ain, S. 62 W. 594' to a water-oak and two cucumbers, cor-
 ner to the Andrew Davis 75 Acre Survey, thence S. 46° 4' W.
 2500 feet to an ash, corner to the Campbell Sloop 100 Acre
 Survey contracted to Mr. C. Pardee. This Dec. 1900.

L. E. Carnical, (Surveyor).

Carmichael's Report

"Dewell Exhibit No. 3-

Mayo Cabell, A.P.

This Deed of Conveyance made and entered
 into this 14th day of March 1892. Between
 Martin Gilliam and Mary Gilliam his wife
 of the County of Harlan State of Kentucky
 party of the first part and Thomas H.
 Clark of the County and State above written
 party of the second part. Witnesseth: That
 said party of the first part for and in
 consideration of the sum of Three Dollars
 in hand paid the receipt hereby acknowledged
 has this day bargained and sold unto
 the said Thomas H. Clark a certain tract
 or parcel of land containing about 50
 acres lying and being in the County of
 Harlan State of Kentucky do hereby sell
 and convey to the party of the second
 part his heirs and assigns the following
 described property to-wit: On the Bull
 Cove branch of Razors Fork waters of the
 Clow Fork of the Cumberland River and
 bounded as follows to-wit: Beginning at
 a chestnut sugar tree & Iron wood on
 the S. side of said branch the Third corner
 of a survey of 75 acres made in the name
 of H. C. Clark. Thence N 21 E. 21 poles to a
 stake. Thence N 84 E. 68 poles to two white
 walnuts & poplar. Thence S 53 E. 21 poles
 to a bunch of maple sprouts. Thence S. 48
 E. 14 poles to four white walnuts standing
 by a spring. Thence S. 22 N. 80 poles to
 a stake. Thence N 90 poles to a stake
 Thence N 78 E. 68 poles to the beginning

1 The said Gilliam warrants & especial
2 depends the said ~~for~~ tract of land from
3 him and his heirs forever to Thomas
4 H. Clark and his heirs forever. To have
5 and to hold the same together with all
6 the appurtenances thereto belonging
7 unto the party of the second part forever.
8 And the said party of the first part hereby
9 covenants with the said party of the second
10 part that they will warrant the title
11 to the property hereby conveyed unto
12 the said party of the second part and
13 heirs and assigns forever.

14 In testimony whereof the party of the
15 first part have hereto subscribed
16 their name the day and year aforesaid.

17 Witness

18 J. S. Rice.

Martin Gilliam

19 Mary^h Gilliam
mark

20 State of Kentucky

21 County of Harlan I do certify of acknowledged

22 I A. B. Cornett Clerk of the County
23 Court for the County and State aforesaid
24 certify that the foregoing deed of conveyance
25 from Martin Gilliam and Mary Gilliam
26 to Thomas H. Clark was on the 17th day
27 of March 1892 produced to me in said
28 County and acknowledged before me
29 by Martin Gilliam and Mary Gilliam his
30 wife party grantors thereto to be their act
31 and deed.

32 Given under my hand this 17th day of March 1892

A.B. Cornett Clerk
By P. C. Hall, D.C.

State of Kentucky,

County of Harlan } Clerk's Certificate of Lodgment & Record.

I A. B. Cornett Clerk of the County
Court for the County, and State aforesaid
Certify That the foregoing deed was this
day lodged for record, whereupon the
same with the foregoing and this certificate
have been duly recorded in my office.

Witness my hand, this 3^d day of Dec. 1894.

A. B. Cornett, Clerk,
Recorded in Deed Book "R," Pages 302 & 303.

413 Copy
Martin Gilham et ux

to
Thos. H. Clark

Ex'd
C. B. S.

Exhibit "Hammam Clarston 3."

filed with the deposition of C. B.
Slump, Dec. 22/02, in suit of
C. Slump v. C. Pardee, et al
Mayo Court, N.P.

We, the undersigned, Arbitrators, to whom were referred certain matters by the Interstate Investment Company, C. Slomp and C. B. Slomp, by writing dated January 30th, 1901, and an addition thereto, dated February 2d, 1901, pertaining to certain questions in dispute between them as to land lying on the waters of the Clover Fork of the Cumberland River in Harlan County, Kentucky, after maturely considering the matters so referred to us, decide and report as follows:

FIRST.

Being unable to agree ourselves as to part of the matter in controversy, we submitted said matters to R. A. Ayers as Umpire, by two writings, the first dated February 14th, and the second February 18th, 1901, respectively, and we append ~~hereto~~ hereto, and make ^{part} ~~report~~ hereof, the decisions on the said points by said Ayers, which we adopt as a part of this report, and as settling the points so referred to him.

SECOND.

We further report as follows:

1: C. Slomp and wife and C. B. Slomp shall convey and release to the Interstate Investment Company all lands included within the patent to A. Davis, for 75 acres dated April 28th, 1871, the next to the last line of said patent (which said ~~last~~ ^{next} to the ^{last} line begins at a stake which bears N. 3 E. 10 feet to a lynn, N. 20 W. 10 feet to a ^{birch} ~~hick~~, S. 45 W. 13-1/2 feet to a small cucumber, and which stake is 7 feet West of Tipton's Fork of Reasor Fork) being extended to the length of 125 poles, or such other length as will reach a point due West from the beginning; (at 99-1/4 ^{feet} ~~feet~~ on this line is a stake witnessed by the following pointers; S. 10 W. 7 feet to a sugar tree; also a sugar and oak marked as pointers) and thence a due ~~East~~ ^{East} course to the Beginning.

2: Said Slomp and wife and C. B. Slomp shall convey and release to said Company the following boundary, to-wit: Beginning in the center of Reasor's Fork, at the mouth of Rock House Branch; thence down said fork with the center thereof, to a point opposite the mouth of a branch coming from the East into said Fork (being the branch near the South corner of the 6.75 acre tract, conveyed by William Clakston and wife to R. C. B. Thruston, by deed dated the

26th day of April 1890; and also near the South corner of the John Clakston 50 acre patent of July 19th, 1847; and also the branch described as a branch or drain, in the deed from Elias Morris to William Wilson, dated April 7th, 1849, recorded in Harlan County, Kentucky, Deed Book "D" page 70); thence due East to the mouth of said branch; and up said branch with its meanders, to the third line of the above mentioned John Clarkston 50 acre patent; thence with said line according to the call of the said patent, S. 20 E to the end of the said third call, being the South or South West corner of said patent;) thence according to the call of said patent, N. 40 E. 95 poles to a stake; thence according to the call of said patent N. 41 W. crossing the second line of the William Wilson 400 acre patent, to the line of the 42.96 acre tract conveyed by Francis M. Clakston and wife to R. C. B. Thruston, by deed dated December 7th, 1887, recorded in Harlan County, Kentucky, Deed Book "K", page 473, which line runs from a cucumber near Reasor's fork, N. 36 $\frac{3}{4}$ E. 48.92 poles to a lynn; thence reversing said last mentioned line, S. 36-3/4 W. to ^{said} a cucumber; thence the shortest straight line to a beech (now fallen) the beginning corner of the William Wilson 400 acre patent (described in said patent as a beech and two birches on the bank of Reasor Fork); thence the shortest straight line to the beginning.

3: Said C. Slomp and wife and C. B. Slomp shall also convey and release to said Company the following tract of land which is a portion of the second tract of land described in a deed from JM Bailey to R. C. B. Thruston, dated January 31st, 1893, recorded in Harlan County, Kentucky, Deed Book "P", page 352 to-wit: Beginning at a rock on the West Bank of Reasor's Fork, said rock being N. 6 E. 17.6 poles from the junction of said Reasor's Fork, and with the Right Hand Fork of the Clover Fork of the Cumberland River, thence S 88-1/4 W. 24.78 poles to a beech pointer; thence with the top of the ridge, N. 74-1/4 W. 16.78 poles to a stake, which is 4-1/2 feet South of a locust corner; thence continuing with the top of the ridge

N. 43-3/4 W. 32.84 poles to a stake; N. 62-1/4 W. 31.66 poles to a stake; N. 57-3/4 W. 22.76 poles to a stake; N. 59-1/4 W. 24.48 poles to a stake on the North line of the Thomas Morris patent of 100 acres, dated July 2nd, 1845 (large Chestnut-oak and chestnut marked as pointers); thence with said North line, S. 87 25' 65-1/4 poles to a stake (the Northeast corner of said ^{100 acre patent} patent) thence S. 82 5' E. 41.7 poles to a stake at the mouth of the branch that runs from the West into Reaser Fork a short distance below the old school house; thence due East to the center of said Reaser Fork; thence down stream with the center of the said Fork to a point due East of the point of Beginning; thence a due West line to the point of Beginning.

4: The said C. Slomp and wife and C. B. Slomp shall also convey and release to the said Company the following described tract of land on the South side of the Right Hand Fork of the Clover Fork, described as follows: Beginning at the set stone recently placed by L. M. Carmical, Surveyor, as the correct location of the Beginning corner of the patent to Samuel Parsons for fifty acres, dated April 8th, 1820, (beech, birch, sugar tree and poplar called for in said patent); thence S. 12 E. 53 poles to a stake, a small poplar, hickory and chestnut marked as pointers, said stake bearing from said poplar S. 56 E. ^{547 1/2 E} 3 feet, 37.5 poles to a stake, fixed as the intersection of the Fourth line of the patent to Thomas Morris of 100 acres, dated July 5th 1846, and the ~~South West~~ ^{small} line of the Elias Morris patent of 80 acres of 1843; thence N. 58-1/2 E. 38 poles to a stake on top of Fire Scald Ridge; thence in a Northerly direction to a buckeye near the bank of the Right Hand Fork of Clover Fork; thence N/ 37-1/2 E. to the center of the said Right Hand Fork; thence down said Fork with the center thereof to a point; S. 12 E. from said set stone, the Beginning corner; thence N. 12 W. to said set stone, point of Beginning.

5: Said C. Slomp and wife and C. B. Slomp shall also convey and release to said company the following described tract of land, lying on the North side of the Little Black Mountain, and South of the said Clover Fork: Beginning at a stake on top of Fire Scald

Ridge, which stands S. 66 E. 102 poles from a stake at the North West corner of the John W. Morris patent of 250 acres, dated July 14th, 1853, which last named stake stands N. 2 E. 17 poles from a beech stump on the point of Fire Scald Ridge, which beech stump stands N. 70-1/2 W. 17 poles from a beech stump, white-oak stump and chestnut, original timber called for at the second corner of the aforesaid patent of 250 acres to John W. Morris; thence from said first named stake on top of Fire Scald Ridge, which stake is also on the North line of the aforesaid 250 acre John W. Morris patent, running with top of Fire Scald Ridge in an Eastwardly direction to the junction of said Ridge, with the Little Black Mountain; thence Westwardly with the top of the said Little Black Mountain to a stake on top of the said Mountain, and on the East line of the said John W. Morris ^{250 acre} patent, which said stake is ^{witnessed} ~~intersected~~ by the following pointers: S. 52 W. 7-1/2 ft to a water-oak; S. 45 E. 7-1/2 ft. to a water-oak; N. 6 W. 3-1/2 ft. to a chestnut-oak; S. 19 W. 22 ft. to a large chestnut-oak; S. 80 E. 38 ft. to a large chestnut-oak; N. 61 E. 14 feet to a small chestnut-oak, which stake is fixed as a point on Little Black Mountain, where the fourth line of the said John W. Morris 250 acre patent of 1853, crosses said Mountain (which stake has been located as follows, with reference to the known timber above referred to as the second corner of said patent, to-wit: Running from said beech stump, white-oak stump and chestnut, S. 2 W. 250 poles to a stake on the South side of Little Black Mountain; S. 35-1/2 E. 160 poles to a stake; N. 5 E. 166 poles to the aforesaid stake on top of Little Black Mountain); thence from said stake on top of Little Black Mountain, N. 5 E. 67.88 poles (with locust stakes set by L. M. Carmical in 1901) to a stake at the Northeast corner of the aforesaid patent, which stake is ^{witnessed} ~~intersected~~ by the following pointers: N. 17 E. 17 ft. to a large chestnut-oak, N. 14 W. 21 ft. to a small cucumber; N. 58 E. 18 ft. to a small chestnut, S. 3/4 W. 47 ft. to a large chestnut oak; S. 14 W. 37 ft. to a chestnut; thence with the North line thereof, (with locust stakes set by said Carmical in 1901) N. 66 W. 96 poles to the Beginning.

6: The said C. Slomp and wife and C. B. Slomp shall also convey and release unto the said Company, the following described boundary of land, being a part of the patent to William Wilson for 400 acres dated July 2d, 1845, to-wit: Beginning at a stake which stands where a beech and chestnut are called for at the second corner of the aforesaid William Wilson patent; thence N. 47-1/2 E. 226 poles to a bunch of lynes; N. 77 E. 259 poles to a stake; N. 47 E. 158 poles to a stake near a birch and cucumber sprouts, marked as pointers; thence N. 23 E. 129 poles to a stake; N. 73 E. 54 poles to a marked cucumber standing in the Reaser Fork, and being an original corner of said patent where the patent calls for a cucumber and service berry tree; thence N. 49 W. 51 poles to a blocked maple; thence S. 47 W. 214.47 poles to a stake on the South side of Hall's Spur, and near the top of a spur of said Hall's Spur, six chestnuts marked as pointers; thence N. 83 W. 422.59 poles to a stake on top of Big Ridge or Clearing Cove Ridge, in a line of the deed from Allen Morris and wife and J. D. Bush and wife to R. C. B. Thruston, dated May 16th, 1889, recorded in Harlan County Kentucky, Deed Book, "L" page 520 et seq., which said stake is witnessed by the following pointers; N. 36 W. 18 ft. to a water oak; N. 18 W. 18 ft to a white-oak; S. 17 E. 18 ft to a small water-oak; S. 71 E. 18 ft to a small water oak; S. 71 E. 14 ft to a large chestnut-oak; S. 40 E. 13 ft to a small water oak, N. 82 E. 4 ft to a small water oak, thence down the said Big Ridge or Clearing Cove Ridge, with the call of the aforesaid deed from Allen Morris and wife and J. D. Bush and wife to R. C. B. Thruston to a chestnut-oak standing on said Ridge, and being a corner of the land conveyed by Allen Morris and Jacob F. Morris to said Thruston; thence with the top of said Clearing Cove Ridge, S. 11 E. 4.08 poles to a stake; S. 20 E 16 poles to a stake; S. 11 E. 8.2 poles to a stake; S. 16-1/2 E. 23.5 poles to a stake; S. 31-1/2 E. 22.25 poles to a stake; S. 5-1/4 W. 10-4/10 poles to a stake; S. 7 W. 12.8 poles to a stake; S. 65-1/4 E. 5.85 poles to a rock on the West side of Reaser Fork, and in a line of the tract purchased

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by said Thruston from Noah Witt and others ^{30th} May 7th, 1887; thence down said Fork S. 15 E. 15.36 poles to a stake; S. 58 W. 16.8 poles to a stake; S. 19 W. 5.32 poles to a white walnut branded "G" at the side of said Fork, and at the mouth of the Sugar Tree Hollow, a corner to a tract of land purchased by said Thruston from F. M. Clarkston, thence continuing down said Reaser's Fork S. 59-1/2 W. 9.76; S. 46-1/2 W. 12.5 poles to a buckeye, marked "F" on bank of said Fork; S. 9-1/2 W. 7.28 poles to a walnut Marked "T"; thence S. 35-1/2 W. 72 poles to a lynn; thence S. 36-3/4 W. 48.92 poles to a cucumber, near both the first and second corners of the William Wilson 400 acre patent above mentioned, and corner to a tract of land conveyed by William Huff and wife to said Thruston, December 7th, 1887; thence S 56-1/2 E. to the point of Beginning.

7: C. Slomp and wife and C. B. Slomp shall also convey and release to said Company the following tract or parcel of land, to-wit: Beginning at a stake which bears S. 10 W. 7 ft. to a sugar-tree, also a sugar and oak marked as pointers, the intersection of the ~~East~~ ^{West} line of the Andrew Davis patent of 1871, for 75 acres, extended if necessary, and the North line of the William Wilson 400 acre survey as originally located for and claimed by R. C. B. Thruston and the Interstate Investment Co.; thence with the said North line of Wilson patents, E. 87-1/2 W. 55 poles (with well marked and staked line) to the East line of the James Green 200 acre patent dated October 16th, 1883, to a stake ^{with} ~~intersected~~ by the following pointers, N. 9 E. 16-1/2 ft to a black-oak; N. 4 W. 16-1/2 ft. to a lynn, N. 8 E. 17 ft. to N. 39 E. 28 ft. to a chestnut a chestnut, said stake being about three poles East from the top of a spur; thence S. 1 W. (corrected variation 1901) 31.1/4 poles with said East line to a stake on the North line of the William Wilson patent as located by Umpier, R. A. Ayers and witnessed by the following objects: N. 88 W. 100 ft to the East end of a large rock, a service tree, a sugar tree and wahoo or magnolia; thence with said last mentioned line S. 89 E. 55 poles to a stake; thence N. 6 W. ^{now by} ~~(nearly~~ corrected variation 1901, N. 4-1/2 W.) 31 1/4 poles to the Beginning

The said Interstate Investment Company shall convey and release to C. Slomp the following two parcels of land.

1: The first parcel beginning at the set stone placed by L. M. Carnical on the North Bank of the Right Hand Fork of the Clover Fork of Cumberland River, where stood the beech, birch, sugar-tree and poplar, beginning corner of the Samuel Parsons 50 acre patent, dated April 8th, 1820; thence from said stone S. 12 E. 53 poles to a stake, fixed upon as the Fourth corner of the 100 acre patent to Thomas Morris of July 5th, 1846, which stake has as marked pointers a small poplar, hickory and chestnut and bears from said poplar S. 56 E. 3 ft.; thence S. 47-1/2° 37.5 poles to a stake, fixed upon as the intersection of the Fourth line of the ^{80 acre} aforesaid Thomas Morris 100 acre patent, and the 7th line of the Elias Morris patent of 1843; thence S. 58-1/2° W. 18 poles to a stake; N. 45 W. 84 poles to the center of Clover Fork; thence up the center of said stream to the junction of Reaser Fork and the Right Hand Fork of Clover Fork; thence with the center of Right Hand Fork to a point; S. 12 E. from the beginning (the set stone); thence N. 12 W. to the Beginning.

2: The second of said parcels is described as follows:

Beginning at a stake, the Northeast corner of the patent of 250 acres to John W. Morris, dated January 14th, 1853, (which stake stands S. 66 E. 198 poles from another stake, which latter stake stands N. 2 E. 17 poles from a beech ^{stump} on the point of the Fire Scald Ridge, which beech ^{stump} is N. 70-1/2° W. 17 poles from a beech stump, white-oak stump and chestnut, original timber called for at the second corner of the aforesaid patent of 250 acres to John W. Morris) which stake at said Northeast corner of said 250 acre patent is ^{witnessed} intersected by the following pointers: N. 17 E. 17 ft. to a large chestnut-oak; N. 14 W. 21 ft. to a small cucumber; N. 58 E. 18 ft. to a small chestnut; S. 4 W. 47 ft. to a large chestnut-oak; S. 14 W. 37 ft. to a chestnut; thence from said first named stake (to-wit, the said Northeast corner of the said 250 acre patent) N. 66 W. 6 poles to a locust stake set by L. M. Carnical in 1901; thence S. 8 W. 72 poles to a locust stake on top of Little Black Mountain; thence N.

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74 E. 5.94 poles to another locust stake on top of said Mountain, which stake is witnessed by the following pointers: S. 52 W. 7-1/2 ft. to a water-oak; S. 45 E. 7-1/2 ft. to a water-oak; N. 6 W. 3-1/2 ft. to a chestnut-oak; S. 19 W. 22 ft. to a large chestnut-oak; S. 80 E. 38 ft. to a large chestnut-oak; N. 61 E. 14 ft to a small chestnut-oak, which stake is fixed as the point on Little Black Mountain above the 4th line of the said John W. Morris 250 acre patent of 1853, cross as said Mountain; thence N. 5 E. 67.88 poles to the beginning.

F O U R T H:

Said Interstate Investment Company shall convey and release to the said C. Slomp and C. B. Slomp the following tracts of land:

1: Beginning at the beginning corner of the William Wilson 400 acre patent of July 2d, 1845, a fallen beech on South Bank of Reasor Fork, nearly opposite the mouth of Rock House Branch; thence a straight line to the center of Reasor's Fork; thence up said Fork with the center thereof to the East line of a fifty acre patent issued to John Clarkston, dated July 19, 1847; thence with said line N.

41 W. to the Northeast or beginning corner of said Clarkston fifty ^{acre} ~~patent~~ ^{thence N 8 1/4 W 202 poles to a stake in the line of the John Clarkston 100} acre patent of July 7th, 1846; thence with a line of said John Clarkston 100 acre grant, S. 35-1/2 W. 230 poles to a stake, corner to said grant; thence with another line off same, S. 79-2/3 E. 66 poles to a line of a 100 acre survey known as the Isaac W. Huff survey, ^{thence with} ~~line of said survey~~ N. 87-2/3 W. 30.5 poles to a stake in the edge of a field where formerly stood three sugar trees; thence with another line of said survey S. 2-1/3 W. about 150 poles to the North line of the Thomas Morris 100 acre patent of July 2d, 1845, as recently located and staked by L. M. Carmical (which location is to be found by treating the maple log and stump on the top of the ridge as the true Southwest corner of said 100 acre tract); thence with said North line of said patent, S. 87 25' E. to the Northeast corner of the said patent, at a stake recently planted by said Carmical; thence S. 82 5' E. 41.7 poles to a stake at the mouth of the branch that runs from the West into Reasor Fork a short distance below the old School house; thence a ^{East} due course to the center of said Reasor Fork; thence up said Reasor Fork, with the center thereof, to a point due North of the Beginning

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point; thence due South to the point of Beginning.

2: Beginning at a rock, locust and bunch of small chestnuts at what was claimed to be the Northwest Corner of the William Wilson 400 acre patent dated July 2d, 1845, by said Thruston and the said Interstate Investment Company; thence S. 2 W. 4 poles to a rock and three chestnuts on top of the Clearing Cove Ridge, or Big Ridge; thence with the top of said Ridge; S. 59-1/4 E. 10 poles; S. 16 E. 25-1/2 poles to a stake at the intersection of the crest of the said Ridge and the North boundary line of the Wilson 400 acre patent, as fixed by Umpire, R. A. Ayers; said stake is witnessed by the following pointers; N. 36 W. 18 ft. to a water oak, N. 18 W. 18 ft. to a white-oak; S. 17 E. 18 ft. to a small water-oak, S. 71 E. 14 ft. to a large chestnut-oak; S. 40 E. 13 ft. to a small water-oak; N. 82 E. 4 ft. to a small water-oak; thence S. 88 E. 170-3/4 poles with the said Ayer's line to a stake on the East line of the James Green 200 acre patent, dated October 16, 1883, said stake is witnessed by the following pointers, N. 88 W. 100 ft. to the East end of a large rock, a service ^{tree} and a sugar tree and wahoo or magnolia; thence with said line N. 1 E. 31-1/4 poles to a stake with the following pointers N. 9 E. 16-1/2 ft. to a black-oak, N. 4 W. 16-1/2 ft. to a lynn, N. 78 E. 17 ft. to a chestnut, N. 39 E. 28 ft. to a chestnut, which said stake stands on the North line of the aforesaid Wilson 400 acre patent, as originally claimed and run by the said Thruston and the said Interstate Investment Company; thence with said line N. 88 W. to the point of beginning. The degrees called for above being as of the year 1901, and the said Ayer's and Green line being well marked and staked.

F I F T H :

We further decide and report that the deeds which we have drafted in accordance with the aforesaid agreement of January 30th, 1901, between C. and C. B. Slemep of the one part and the Interstate Investment Company of the other part, and the note attached thereto of

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February 2d, 1901, shall be forthwith executed and acknowledged by the respective parties grantor, and the said deeds shall be recorded promptly by the parties grantee, respectively in Harlan County, Kentucky.

We further find and report that the said C. Slomp and C. B. Slomp shall pay one-half and the Interstate Investment Company shall pay one-half of the following charges: To R. A. Ayers \$25.00p to R. A. Ayers for J. M. Hodge, \$20.00; to L. M. Carmical \$15¹/₂.25 for typewriting, \$7.50 payable to R. T. Irvine.

Given under our hands, this 20th day of December, 1901.

Henry C. McDowell

R. T. Irvine

Henry C. McDowell
R. T. Irvine

TO INTERSTATE INVESTMENT COMPANY? C. SLEMP AND C. B. SLEMP,
AND

R. T. IRVINE AND H. C. McDOWELL, ARBITRATORS.

The undersigned, who was on Feb'y. 14th, 1901, selected Umpire to determine the following questions of difference between R. T. Irvine & H. C. McDowell, Arbitrators, Viz.

"(1) The location and length of the 7th, 8th, 9th and 10th calls of the Wilson 400 acre patent.

(2) Whether Slemp or Interstate Company has the title to so much of the land within the Wilson patent lying within the following boundary, commehcing at the head of Clearing Cove Branch, thence due North to the 9th line of the Wilson patent, thence West with said line to the ridge (Big Ridge or Clearing Cove Ridge), thence down the top of said ridge (with the calls of deed from Allen Morris et ux, and J. D. Bush to R. C. Ballard Thruston) to the intersection of said Ridge line and said due North line."

doth adjudge and determine that the following are the locations and lengths of the seventh, eighth, ninth and tenth calls of the Wilson Four Hundred Acre Grant, Viz:

SEVENTH CALL begins at a marked ^{aspen} cucumber in a branch, thence runs to a blocked maple.

EIGHTH CALL begins at a blocked maple and runs thence South forty seven West (S 47 W) two hundred, fourteen and forty-seven one hundredths (214.47) poles to a stake on the South side of Hall's Spur, and near the top of a spur of said spur six chestnuts marked as pointers.

NINTH CALL begins at said stake and runs thence North Eighty eight West (N 88 W) four hundred and thirty-three and eighty-four one hundredths (433.849) poles to a stake, two spotted-oaks, a chest nut and chestnut-oak marked as pointers.

This line crosses the line in the deed from Allen Morris and others to R. C. Ballard Thruston on the Big Ridge , or Clearing Cove Ridge eleven and one fourth poles from said stake.

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TENTH CALL Begins at said stake and runs thence South two degrees West (S 2 W) three hundred, forty-one and twenty-one hundredths (341.209) poles to the beginning corner of said Wilson grant.

I do further adjudge and determine that Interstate Investment Company has the title to so much of the land within the Wilson grant lying within the boundary commencing at the head of Clearing Cove Branch, thence due North to the Ninth line of the Wilson grant as herein located, thence West with said line to the Ridge (Big Ridge or Clearing Cove Ridge) thence down with the top of said Ridge (with the calls of deed from Allen Morris et ux, and J. D. Bush to R. C. Ballard Thruston) to the intersection of said Ridge line and said due North line.

Very Respectfully,

Signed

R. A. Ayers.

Expenses J. M. Hodge, Surveyor, as per bill appended

\$20.00

Fee of Umpire

25 .00

Feb'y. 18, 1901.

Hon. RpiA.tAyeassumption that the 9th line of the Wilson 400 acres will be adjudged by you to lie about thirty poles South of the location of said line contended for by the Interstate Investment Co. We find ourselves unable to agree upon the following points, and we hereby select you as Umpire to settle said point.

Decide how the C. Slomp 100 acre patent of 1888 is to be located.

H. C. McDowell for Interstate
Investment Company.

R. T. Irvine, Per C. & C. B. Slomp.

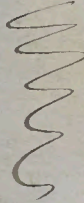
Having heard argument of counsel and considered the evidence bearing upon the above patent submitted to me by H. C. McDowell and R. T. Irvine, I do adjudge and determine that the one hundred acre Slomp grant lies North of and abuts upon the line of the Wilson grant, as originally run and marked by L. M. Carmical, Surveyor, meaning the line as originally contended for by the Interstate Investment Company.

February 18, 1901.

R. A. Ayers, Umpire.

(Exhibit covered)
Copy

C. Slump et al.

v.  Arbitrators Award

Interstate Investment Co.

"Exhibit Award"

filed with the deposition of
C. Slump, in suit of C. Slump
v. C. Pender, et al

Maya Cabell, A.P.

THIS AGREEMENT made this 30th day of January, 1901, by and between Campbell Slemph and C. Bascom Slemph, parties of the first part; and Interstate Investment Company, party of the second part.

WITNESSETH, WHEREAS the said Campbell Slemph owns, or claims to own, certain lands in Harlan County, Ky., on or near the head-waters of the Clover Fork of Cumberland River; and whereas the said C. B. Slemph owns, or claims to own, certain lands in said neighborhood; and whereas said Interstate Investment Co. owns, or claims to own, certain lands in said neighborhood.

AND WHEREAS it appears that there are some conflicts in ^{reflective of the parties of the first part and the claims of the party of the second part} the ^{claims of} ~~said respective parties~~; and whereas it is desired by all of the parties hereto that said conflicting claims as to said lands shall be amicably and finally settled.

NOW THEREFORE this agreement witnesseth that all questions in dispute between said parties are hereby submitted to the decision of R. T. Irvine, representing said parties of the first part, and H. C. McDowell, representing said party of the second part.

Where conflicting claims to the same land are found to exist, the method of settlement shall be by a comparison of titles, that is to say, that the better title shall prevail - all questions of record and in pais to be considered.

If in any case the said two arbitrators shall disagree and be unable to settle to their own satisfaction any disputed question, such question shall be referred to an umpire to be

selected by the said Irvine and McDowell.

The decision of the said Irvine and McDowell on any question on which they reach an agreement shall be final and absolutely binding on all parties hereto. And in cases where the question is referred to the umpire, then his decision shall be final and binding on all the parties hereto.

The said arbitrators and the said umpire are hereby authorized and empowered to have any surveying and platting done that they may think advisable, one-half of the costs of such work to be borne by the parties of the first part, and one-half by the party of the second part.

Any fee that may be charged by the umpire for his services in this connection will likewise be borne one-half by the first parties, and one-half by the second party.

The said arbitrators, and umpire in cases on points where he may act, shall have authority to procure at the equal expense of the parties of the first part and of the party of the second part title papers, or copies thereof, or other records, and to bring before them witnesses on questions of fact in pais.

Whereby the decision of the arbitrators, or umpire as the case may be, any parcel of land is decided to belong to either of the parties hereto, it shall be the duty of the arbitrators to ^{prepare}~~procure~~ deeds of conveyance with covenants of special warranty, whereby the defeated claimant, or claimants, shall convey the said land to the successful claimant, or claimants, which the parties hereto agree to promptly execute, acknowledge and deliver, at the expense of the party or parties

grantor; and in case any conveyance is directed to be made by the said Campbell Slomp, he agrees and binds himself that his wife shall join in the execution of such deed.

The details of procedure before the arbitrators, or umpire as the case may be, are not attempted to be hereby prescribed, but the said arbitrators and umpire are authorized to proceed in such manner as seems to them most conducive to a proper settlement of the questions in dispute.

It is understood that all questions in any wise relating to the aforesaid lands that are in dispute between the said party of the second part and either both parties of the first part, or either of the parties of the first part, are hereby submitted for final and binding decision.

The decision of the arbitrators, and of the umpire in cases where he makes any decision, shall be reduced to writing

No time limit is hereby fixed within which the said arbitrators and umpire shall commence their work, or shall finish the same, ~~is hereby prescribed~~, other than ^{that} such work shall be commenced and finished within a reasonable time.

In regard to the deeds hereinabove mentioned to be made by the defeated party or parties to the successful party, it is agreed that in each of such deeds there shall be a provision that in the event that the party or parties grantor thereafter obtain or secure any outstanding title or claim to the land or lands thereby conveyed, that such outstanding title or claim shall enure to the benefit of the party grantee in such deed or deeds. It is hereby further agreed that nothing short of fraud on the part of the arbitrators or umpire shall serve

to invalidate any decision that the said arbitrators, or umpire as the case may be, may render.

It is further agreed and understood that the above mentioned arbitrators shall charge each a reasonable fee for their services in the above connection, and that the charge of the said Irvine shall be borne by the said parties of the first part, and those of the said McDowell by the party of the second part. It is further agreed that all other expenses - if there should be expenses other than those hereinabove specifically mentioned - shall be divided in two equal parts, one-half being borne by the parties of the first part, and the other half by the parties of the second part.

It is further agreed between the parties hereto that any deed made to any party hereto shall be promptly recorded, at the expense of the party grantee, in the records of Harlan County, Ky.

IN TESTIMONY WHEREOF the said parties of the first part have hereto signed this agreement, and the said party of the second part has signed the same by its authorized agent, R. C. Ballard Thruston.

Executed in triplicate.

C. B. Shump

C. B. Shump

INTERSTATE INVESTMENT COMPANY,

By

R. C. Ballard Thruston
Agent

It is further agreed this, July 1, 1901, that in deciding the claims of the respective parties, their respective titles as of Jan'y 30, 1901, shall be considered and no conveyance or other claim acquired since said date by any party hereto shall

be considered or shall have any effect. The intent being that the method of settlement shall be a comparison of the titles of the respective parties as said titles stood on said Jan'y 30, 1901; provided, however, that when any of said parties had an equitable ~~title~~ right or title at said date which may not have been carried into a legal title ^{said} equitable title shall be considered.

INTERSTATE INVESTMENT COMPANY

C. B. Slusher

Inter-State Investment Co.
by R. C. Ballard & Houston
Agent

Ballard & Houston.

second party has signed the same by its authorized agent, R. C.

have hereto signed this agreement, and the said party of the

IN WITNESS WHEREOF the said parties of the first part
county, Ky.

the expense of the party benefited, in the records of said

deed made to any party hereto shall be promptly recorded, and

it is further agreed between the parties hereto that any
other half by the parties of the second part.

half being done by the parties of the first part, and the

thelically mentioned - shall be divided in two equal parts, one-

if there should be expenses other than those hereinabove spec-

second part. It is further agreed that all other expenses -

first part, and those of the said McDowell by the party of the

the said Irvine shall be done by the said parties of the

their services in the above connection, and that the charge of

stowed arbitrators shall charge each a reasonable fee for

It is further agreed and understood that the above men-
tioned as the case may be, may render.

to invalidate any decision that the said arbitrators, or any

Agreement
C. Slump
C. B. Slump
+
Interstate Investment Co.
(art. 69m)

Exhibit "Arbitration Agreement"
filed with the deposition of C. B.
Slump, Feb. 11/03, in suit of
C. Slump v. C. Pando, et al -
Mayo Cabell, N.H.

Memorandum

Jany 25th 1900

This is to cettify that I offer to sell all the lands I own near Morris Gap in Black Mt adjoining lands of Ballard Thruston and others, about 1200 acres on Va side of Mt and about 1000 acres in Harlan Co Ky.

Price to be \$25.00 per acre in consideration that said Slemm has the right to put in the 1300 acre Barker tract at same price. Said Slemm agrees to pay W.J.Horseley a commission of two per cent on proceeds but not on Barker lands he receives for same and to make a good merchantable title to same upon receipt of money. Purchasers to have ten days from this date to examine lands and if accepted 60 days in which to make surveys and examine title provided \$1000.00 is paid to C.Slemm when accepted.

C.Slemm.

(See Memorandum Jan 25 - 1862)
C. S.

Letter of C. Slump
to sell lands near
Morrison Gap, in Black
Mountain and lands
in Harlan Co. Ky.

Copy of original.

"Exhibit Memorandum"

filed with the deposition of C.
Slump, in suit of C. Slump vs.
C. Vance, et al.

Mayo Cabell, Atty.

Memo. Swamp Lands.
160 acres

JONESVILLE, VA.,

190

(1)
The Absalom Blair Tract; (160 acres)

1. 3 Patents Cover this Tract -

1 To Thomas Morris 100 acres,

2. " John W. Morris 250 acres

3 " Elias Morris 80 acres.

Elias Morris 50 A. 1801

2. D.E.P. 478 Thomas Morris, Elias Morris

6/9/55 to H. B. Hampton,

to

John W. Morris:

Hampton owned
land on north
side of lower
fork of river
both sides con-
veyed in this
deed, & the
upper & lower
side land

3. D.E.P. 478
8/6/60

John W. Morris,

to

John G. Elliott,

Either title bond or
deed

(4)

D.E.P. 478
7/2/1867

Thomas Morris assignee of John W. Morris

to

John G. Elliott heretofore

Chancery Suit, Sale by Sheriff, John C. Conestoga,
deed to Thomas Morris purchaser

(2)

JONESVILLE, VA.,190

5, D.B. 8. p. 571
3/20/24 Thomas Morris
To
Absalom Blair.

6/ D.B. 2. p. 315
10-20-88
5 hrs survey
survey 8/9th
Absalom Blair, Clerk, leaving
10 hrs. work.
9 Canvey & C. Slemp.

Land divided between C.
Slemp & E.C. Blair.
No deeds of partition.

(2) (in Charleston)
The France Clark 150 acre tract,

1.
Patent to Elias Morris 50 acres
Patent to Jonathan Kelly 50 acres,
Patent to John Clark 100 acres—
Survey of 100 ac & 100 ac 100 No Pat found,
Survey of 400 ac & 100 ac 400 ac & 100 ac

2, D.B. 5 p. 20
4/7/49
(1)
Elias Morris

Francis Clarkson
70

144-15 Richard Morris Heirs
Suit to state lien money
Harlan S. H.
Severance debt in Chy.
JONESVILLE, VA., 190

(31)

to
Wm Wilson
=

2. DB 8.579
8/8/94
Wm Wilson
to

Wm Francis Clarkson

2 1/2 Wm Clarkson
to Francis Clarkson
DB 8.300
11/4/87

3 DB 8.489
1/17/91
Francis Clarkson
to

C. Sleux & Wm Huff.

4. Wm Huff P. 574
4/11/95
C. B. Sleux P. 532
1-14/98

Wm Huff {DB. p. 574}
to C. B. Sleux {det. 4/12/95}
C. B. Sleux to C. B. Sleux
DB. 51532.
(P. 633 Morris Heirs)

Wm Huff & C. Sleux (Separate deeds)
to
C. B. Sleux.
= = =

(21)

1 DB 8.636
5/15/94
Jonathan Kelly -
to

John Clarkson.

John Clarkson

to
Francis Clarkson.

2 DB 8.593
1-24-82

(4)

3

MS. N. P. 487
1-17-91

Francis Clarkson
To
C. Slump & Wm Huff

4. See order

C Slump & Wm Huff; (Separate deeds)
To
C. B. Slump,

1.

(3)

Isaac N. Huff { Deed not
To John Clarkson { Recorded

2

John Clarkson

To

Francis Clarkson

141-15 Francis Clarkson vs Isaac N Huff line
Suit in Chancery —

3

Francis Clarkson

To

C. Slump & Wm Huff

C. Slump & Wm Huff to C. B. Slump, (Separate deeds)

(57,

note: Wm Wilson to Wm Clarks ton & Francis
Clarks ton, Lien retained by Wm Wilson
in favor of Richard Morris heirs -

1912 m. p. 300
11/4/87

Wm Clarks ton

To

Francis Clarks ton,

Francis Clarks ton vs Richard Morris'
Heirs to remain decease him.

Francis Clarks ton

To

C. Slump & Wm Huff

C Slump & Wm Huff (Charles Huff)

To

C B. Slump.

(6)

(31)

The James Caldwell & Zachariah Wilson 8000 acre tract,

4 Patents.

1. James Caldwell Patent 200 acres —
(or James H. Caldwell)
2. Zachariah Wilson " 200 acres —
3. Stephen McKnight " 200 acres —
4. James Green " 200 acres —

(11)

James Green
To
Zachariah Wilson

Deed dated June 19th 1888
D.B. L. p 65

D.B. L. p 65
6/19/88

Stephen McKnight

D.B. H. p 240
8/20/83

Dated Aug 20/83
D.B. H. 240

To
James Caldwell

Deed dated June 21st 1888
D.B. L. p 104

(3)
James Caldwell & Zachariah Wilson

Dated June 21st 1888
D.B. L. p 89

To

Wm. Huff & C. Slemp

C. Slemp & Wm. Huff (separated deeds)
C. B. Slemp.

3000. D.B. L. p 89
6/21/88
J.H. D.B. L. p 104
6/21/88

see ante

(7)

(4)

The Richard Morris Heirs Tract,
2 Patent,

1st Patent to John Clonkston 500 acres
2^d " " " " 100 acres

(2)

John Clonkston
To

Richard Morris,

50 acre Patent,

Richard Morris died, leaving 12 heirs,
8 heirs coming to C. Slump,

Thurston
owns $\frac{4}{12}$ of
500 acre Patent
undivided interest
1 Rm. AR. N. p. 550, 1/20/91
3 Rm. AR. N. p. 552, 1/20/91
4 Rm. AR. N. p. 554, 1/20/91

AR. N. p. 550, 10-7-92
AR. N. p. 552, 11/20/91
AR. N. p. 554, 10/1/92
AR. N. p. 556, 10/1/92
AR. N. p. 558, 10/1/92
AR. N. p. 560, 10/1/92
AR. N. p. 562, 10/1/92
AR. N. p. 564, 10/1/92
AR. N. p. 566, 10/1/92
AR. N. p. 568, 10/1/92
AR. N. p. 570, 10/1/92
AR. N. p. 572, 10/1/92
AR. N. p. 574, 10/1/92
AR. N. p. 576, 10/1/92
AR. N. p. 578, 10/1/92
AR. N. p. 580, 10/1/92
AR. N. p. 582, 10/1/92
AR. N. p. 584, 10/1/92
AR. N. p. 586, 10/1/92
AR. N. p. 588, 10/1/92
AR. N. p. 590, 10/1/92
AR. N. p. 592, 10/1/92
AR. N. p. 594, 10/1/92
AR. N. p. 596, 10/1/92
AR. N. p. 598, 10/1/92
AR. N. p. 600, 10/1/92

100 acre Survey covering older Patents and as to 100 acre Patent,

Remaining $\frac{8}{12}$ of 100 acre Patent,

AR. N. p. 112-113- 8/8/84 - 11/20/85

4 Heirs
Wm Clonkston
Wm Clonkston
Campbell Slump.

AR. N. p. 544 4/30/95

- 1st deed
1 D. J. Morris ✓
2 M. J. Morris ✓
3. Jacob S. Morris, ✓
4. Henry H. Morris ✓
-

2^d Deed.

1. Hiram R. Morris ✓
2. Isaac N. Morris ✓
3. John C. Morris. ✓
-

3^d Deed

1. A. C. Morris ✓
-

4th Deed

1. Thomas H. Morris. ✓

A. J. Kelly & Elizabeth Kelly nee Morris—

How much

(5)

The Thomas Morris Heins tract, 100 acre Patent,

(1)

Patent to Thomas Morris

(2)

Thomas Morris Morris died

* M. Morris wife 1
S. J. Morris wife 2.
Jest S. Morris wife 3
Henry H. Morris 4
A. C. Morris 5
Hiram K. Morris 6
J. A. C. Morris 7
Thomas H. Morris 8
John C. Morris 9
* Selling 10 heirs —

* D. B. U. p 105 3/24/94 Morris Heins

2' H. A. Morris wife 1.
John C. Morris wife 2
E. A. C. Morris wife 3.
Thomas H. Morris

C. Slemp
D. B. U. p 265

H. A. Morris
C. Slemp U 249

C. Slemp.

4 heirs in one deed,
3 " " " "
1 " " " "
2 heirs lost, but reduced.
Get.

(6)

C. Slemp Patent 100 acres

(5)
E. M. Slemp

C. Slemp

by inheritance;

The last 2 Patents are conveyed to
C. B. Slemp,

Horrocks
E. M. Slemp
Patent, C. Slemp
C. B. Slemp auto.
Patent 120 acres
E. M. Slemp died
C. Slemp by
inheritance
C. Slemp
C. B. Slemp
and.

Analysis of
Chain of
Title to Swamp
Lands —

Explanation
Trust of Patent
on Small
papers
inside,

"Swamp Exhibit 1."

Filed with the deposition of
B. H. Swamp Feb. 19th '03,
in suit of C. Swamp v.
C. Pardon, et al

Maya Cabell, M.P.

(54)

This deed of conveyance made
and entered into this the 24th
day of March 1894 between
M. F. Morris and Martha his
wife, D. F. Morris and
Martha his wife of the
County of Lee and State of
Virginia Jacob S. Morris and
Synthia his wife, Henry
H. Morris and Melvina his
wife of the County of Wise
and State of Virginia,
A. C. Morris and Sarah his
wife of the County of Washington
and State of Virginia,
Hiram R. Morris and
Serelda his wife of the
County of Knox State of
Kentucky, Isaac H. Morris
and Malinda his wife of
the County of Yuma State of
Colorado Thomas H. Morris
and Minna his wife and
John C. Morris of the County
of Morrow State of Oregon
and A. J. Kelly and Elizabeth
S. Kelly his wife ^{of Washington County} of the State
of Washington all heirs-at-
Law of Thomas Morris deceased

parties of the first part and
Campbell Slump of the County
of Lee and State of Virginia
party of the second part
Witnesseth: — that for and
in consideration of the sum
of one dollar (\$1.00) to each of
the aforesaid first parties and
other valuable considerations
to them paid, the receipt of
which is hereby acknowledged,
the aforesaid first parties do
grant bargain, sell, and con-
vey unto the aforesaid
Campbell Slump all their
right title, and interest in
a certain tract or parcel of
land situated on the head
waters of the Clover Fork of
Cumberland River lying prin-
cipally on Peasano's Fork of said
Clover Fork in the County of
Harlan, State of Kentucky and
bounded and described as follows, to wit:—
Beginning at two beeches on
the North side of said Clover
Fork, the beginning corner to
another 100 acre survey made
in the name of Thomas Morris,
then South 25° E. 20 poles
to a buckeye and sycamore on
the North bank of said Fork.

then N. 38 E. crossing Treasors
hook 68 poles to a stake then
North E 1 West 38 poles to a beech
and poplar, North 27 West 94 poles
to two beeches, South 87 West 200
to a stake, S. E 4 E. 260 po. to the
beginning, containing 100 acres
more or less the same being
surveyed for (the aforesaid)
Thomas Morris on the 19th day
of January 1848 and patented to
him on the — day of
— 18—) -

To have and to hold unto
the said Campbell Slomp, his
heirs, and assigns forever
and the aforesaid first parties
covenant with the aforesaid
second party that they will
warrant forever unto the
aforesaid second party the
land hereby conveyed from
themselves, their heirs, and suc-
cessors or any other person
claiming through by or under
them. Witness the following
signatures and seals this the
day and date above written

Dr. F. Morris Seal
M. H. Morris. Seal
M. H. Morris Seal
Martha ^{his} Morris Seal

Jacob. S. Morris *Real*
 Cynthia ^{her} Morris *Real*
 Henry. H. Morris *Real*
 Melvina ^{her} Morris. *Real*
mark
Real
Real
Real
Real
Real
Real
Real
Real
Real
Real
Real

State of Virginia
 Lee County, to-wit
 I, F. M. Parsons a Justice of the Peace in
 and for the County and State aforesaid
 do certify that Dr. T. Morris and Martha
 A. Morris his wife Marion F. Morris & Martha
 his wife whose names are signed to the foregoing
 deed bearing date on the 24 day of March
 1894 acknowledged the same before me in
 my County and State given under my hand & seal
 this March the 24, 1894 F. M. Parsons J.P.

Virginia, Wise County to wit:—

I, R. P. Barron, a Notary Public, in and for the County of Wise, and state aforesaid, do certify that Jacob S. Morris and Synthia Morris his wife, and Henry H. Morris, and, Melvin Morris, his wife, whose names are signed to the foregoing deed, bearing date the 24th day of March 1894, have acknowledged the same before me, in my County, aforesaid, Given under my hand this April 2d 1894.

R. P. Barron, N. P.

State of Kentucky

County of Howard

I J. F. Skidmore Clerk of the Howard County Court, certify that the foregoing deed was this day lodged for Record, and the same with the foregoing and this Certificate have been duly recorded in my office Witness my hand, this Nov. 17th 1899.

J. F. Skidmore Clerk
By H. H. Howard De

M. F. Morris et al
7. M. 2 to

Campbell Slump

"Tom Morris Exhibit 2"

filed with the deposition of C. B.
Slump, Dec. 22/02, in suit of
C. Slump vs. C. Pardo, et al.

Mayo Catell, N. P.

Recorded in deed book
"U" Page 105;

THIS DEED made and interred into this the first day of March, 1901, by and between D. F. Morris and ^MMartha A. Morris, his wife, M. F. Morris and Martha, his wife, Jacob S. Morris and Scynthia C., his wife, Henry H. Morris and Melvina, his wife, parties of the first part: and C. Slomp of Wise County, Virginia, party of the second part:

WITNESSETH: that whereas the aforesaid parties of the first part executed, acknowledged and delivered to the said party of the second part a deed of conveyance bearing date 24 day of March, 1894, conveying to the said party of the second part all the right, title and interest of the said parties of the first part in and to a certain tract or parcel of land situated on the head waters of Clover Fork of Cumberland River, lying principally on Reasor's Fork of said Clover Fork in the County of Harlan, State of Kentucky, and being hereinafter fully described, which deed was recorded November 17, 1899, in Harlan County, Kentucky, D. B. "U" page 105 and which is hereby referred to as fully as if copied at length herein.

And whereas a doubt has arisen as to the sufficiency of the certificates of acknowledgment to the said deed to conform to the statute law of Kentucky, such case made and provided and the said parties of the first part being desirous to confirm to said party of the second part in the title to the aforesaid interest in said land and to make deed of release ^{and} ~~of~~ quit-claim to said land properly acknowledged.

Now therefore in consideration of the premises and in the further consideration of the sum of one dollar (\$1.) cash in hand paid by the said party of the second part to each of the said parties of the first part, the receipt of which is hereby acknowledged, the said parties of the first part do hereby grant, convey, release and quit-claim unto the said party of

(2)

second part with covenants of special warranty all their right, title and interest in and to the following described tract of land situated as aforesaid in Harlan County, Kentucky, bounded as follows to-wit:

Beginning at two beeches on the North side of said Clover Fork, the beginning corner to another 100 acre survey made in the name of Thomas Morris, then South 25° E 20 poles to a buck-eye and sycamore on the North bank of said Fork. Then crossing Beaver's Fork 58 poles to a stake then North 61 West 38 poles to a beech and poplar, North 27 West 94 poles to two beeches, South 87 West 200 poles to a stake, S. 64 E. 260 po. to the beginning, containing 100 acres more or less, the same being surveyed for the afresaid Thomas Morris on the 19th day of January, 1828, and patented to him on the ____ day of ____ 18__.

TO HAVE AND TO HOLD unto the said C. Slomp, his heirs and assigns, forever in fee simple.

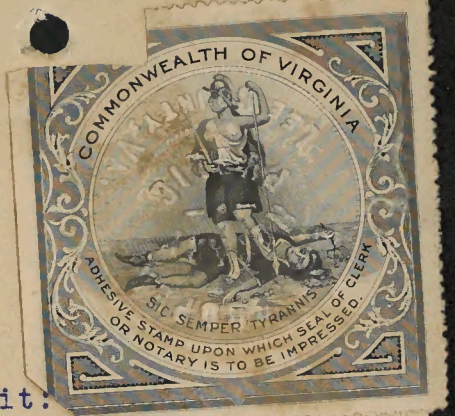
Whereunto Witness the following signatures this the day and year above written.

Dr. J. Morris
W. W. Morris

Jacob S. Morris
Cynthia B. Morris
mark

Henry H. Morris
Melinda Morris
Eliza Morris
Martha Morris
mark

(3)



Commonwealth of Virginia, County of Lee, to-wit:

I, E. M. Cooper, a Notary Public in and for the County aforesaid, in the State of Virginia, do certify that this instrument of writing from D. F. Morris and ^{M.}Martha A. Morris, his wife, and M. F. Morris and Martha, his wife was this day produced to me by the parties, which was acknowledged by the said D. F. Morris and M. F. Morris to be their act and deed, and the contents and effect of the instrument being explained to the said ^{M.}Martha A. Morris and Martha Morris by me, separately and apart from their husbands, they thereupon declared that they did freely and voluntarily execute and deliver the same to be their act and deed, and consented that the same might be recorded.

Given under my hand and seal of office this the 25 day of March 1901.

E. M. Cooper N. P.

my commission expires the 10 day of July 1903

Commonwealth of Virginia, County of Wise, to-wit:-

I, A. C. Anderson, a Notary Public in and for the County aforesaid, in the State of Virginia, do certify that this instrument of writing from Jacob S. Morris and Scynthia C., his wife, and ^{H.}Henry Morris and Melvina, his wife, was this day produced to me by the parties, which was acknowledged by the said Jacob S. Morris and Henry H. Morris to be their act and deed, and the contents and effect of the instrument being explained to the said Scynthia C. Morris and Melvina Morris by me, separately and apart from their husbands, they thereupon declared that they did freely and voluntarily execute and deliver the same to be their act and deed, and consented that the same might be recorded.

(4)

Given under my hand and seal of office this the 5th day
of March 1901.



A. C. Anderson N. P.

My commission expires 29th day of Nov. 1903

State of Kentucky, County of Harlan, to-wit:-

In the Office of the Clerk of the County Court of Harlan County, Kentucky, the foregoing deed from D. F. Morris and ~~Martha~~ ^{M.} A. Morris, M. F. Morris and Martha, Jacob S. Morris and Scynthia ~~E.~~ Morris to C. Slemph, dated March 1, 1901, was on the 16 day of April, 1901, lodged in my said office for record, and the said deed with the certificate of acknowledgment thereto attached was duly recorded in my said office on the 16 day of April, 1901.

By

J. F. Skidmore Clerk.
Wade Skidmore D. C.

(7, 711.3)

D. F. Morris, et al

J. { Deed.

C. Sloup



Recorded in deed
book "U"

Page 490.

Clerk's Fee \$2.25-

"Tom Morris Exhibit 3"

filed with the deposition of
C. B. Sloup, Dec. 22/02, in suit
of C. Sloup, v. C. Parden, et al
Mayo Cabell, A.P.

LUKE P. BLACKBURN, Esq.

GOVERNOR OF THE COMMONWEALTH OF KENTUCKY.

To all to whom these Presents shall come, Greeting :

Know Ye, That by virtue and in consideration of an order from the Harlan County Court, Jan., term 1882.

there is granted by the said Commonwealth unto Stephen Mc Knight

a certain Tract or Parcel of Land, containing Two Hundred
acres, by survey, bearing date the 26th day of January, one thousand eight hundred
and eighty two, lying and being in the County of Harlan, on the Big Black Mountain
Beginning at two Sugartrees corner to a survey of J.B. Wilsons standing on a line of a survey made in the name
Boud Dickson, thence with said line N.60°E.200 poles to two water oaks, thence S.160 poles to a stake, thence S.
thence S.60°W.200 poles to a stake, thence N.160 poles to the beginning.

Stephen McKnight

003

with its appurtenances: To Have and to Hold the said Tract or Parcel of Land with its appurtenances, to the said
Stephen Mc. Knight

Harlan

and his heirs forever.

IN WITNESS WHEREOF, the said LUKE P. BLACKBURN, Esq., Governor
of the Commonwealth of Kentucky, hath hereunto set his hand, and caused the Seal of the
said Commonwealth to be affixed, at Frankfort, on the 3rd day of January
in the year of our Lord one thousand eight hundred and eighty three
and of the Commonwealth the 91st

884

801 #

BY THE GOVERNOR: LUKE P. BLACKBURN

James Blackburn

88178

Secretary of State.

A copy attest

5178 88.18.884

James G. Chatter
Auditor



LUKE P. BLACKBURN

an order from the County Court, Jan. term 1882.

R. L. O.

Stephen McKnight

Two Hundred

January

Sett

eighty two

Beginning at two survey corner to a survey of J. B. Wilsons standing on a line of a survey made in the name of Bond Dickson, thence with said line N. 60° E. 200 poles to two water oaks, thence S. 150 poles to a stake, thence S. 200 poles to a stake, thence N. 150 poles to the beginning.

has a title to the within Tract of Land.

(C3)

Exc
CBS

Stephen McKnight.

GRANT 200 ACRES.

Stephen McKnight

Harlan COUNTY

"Calderson vs. Exhibit 3"
filed with the deposition of C. B.
Alump, Dec. 11/82, in suit of
C. Lump v. C. Pardu, et al

EXAMINED AND RECORDED.

Mayo Cabell, M.P.

Book # 103, Page 486

LUKE P. BLACKBURN

No. 57156

James Blackburn

Fee, \$1.00 paid.

SOWLE PRINTING & ENGRAVING CO., LOUISVILLE, KY.

A copy attested



Ex d
correct copy
C B 3

OK

John W. Morris

To.

Deed:

E. C. Blair

Indenture

This ~~deed of conveyance~~ made and entered
into this the 8th day of August 1887, between John W. Morris
of the County of Wise & State of Virginia of the one part
and E. C. Blair of the County of Harlan and State
of Kentucky of the second part:

Witnesseth that for and in consideration of the
sum of Forty Dollars to him in hand paid
hath this day bargained contracted & sold unto
the said party of the ~~second~~^{2nd} part four parts
of a undivided tract or parcel of land lying
and being in the County & State aforesaid Fork
Razors Fork waters of the Clover Fork of Cum-
berland River. This tract of land was deeded
to Richard Morris deceased from John Clark
deceased and the said John W. Morris, Anthony
Morris, Nancy Morris & Wiley Morris the part
that are ^{heirs} ~~conveyed~~ are heirs of the said Richard
Morris deceased and bounded as follows to wit:
Beginning at a Black Gum a corner to a fifty
acre survey made in the name of Thomas Clark
Thence S 40 N 25 poles to a Black Gum. Thence
S 60 N 25 poles to a maple & Sawie. Thence S 20 E.
120 poles to a stake. Thence N 40 E. 95 poles to a
stake. Thence N 41 N 100 poles to the beginning
Thence S 40 N. to the Rock House Creek. Thence
Northwardly up said Creek 80 poles to a Stake.
Thence Southwardly to Three sugar trees. Thence
South with the line 176 poles to 3 Chestnuts & Locust.
Thence East 84 poles to Buckeye. Thence N 3 N.

140 poles to a sugar tree and oak corner Beginning corner to said Huff's survey. Thence East 10 poles to a stake; Thence S 1/8 E. 160 poles to a stake; Thence West 100 poles to a stake; Thence N 60 W 80 poles to a stake; Thence N 9 E 260 poles to a stake; Thence S 9 E. 100 poles to the beginning. To have and to hold the above granted & described interest in the foregoing lands that is to say the interest of the said John W. Morris, Anthony Morris, Nancy Morris & Wiley Morris & to the said E. C. Blair & his heirs and assigns from myself & heirs and the said Anthony Morris, Nancy Morris, & Wiley Morris and their heirs forever. Witness my hand and seal the day and date above written;

J. W. Morris seal

State of Kentucky }
Harlan County } 3

I W. C. L. Huff Clerk of The County Court for the County and State aforesaid certify that the foregoing deed of conveyance from John W. Morris to E. C. Blair was on the 8th day of August 1887. produced to me in said County and acknowledged before me by John W. Morris partly Grantor thereto to be his act & deed. Given under my hand this the 8th day of August 1887.

W. C. L. Huff Clerk
By J. C. McKnight D.C.

State of Kentucky }
County of Harlan } 3
Sct.

J. W. C. L. Huff Clerk of The County Court

For the County and State aforesaid do certify
That the foregoing debt from John H. Morris
to E. C. Blair is duly recorded in my office.
Given under my hand. This 9th day of December 1887.

H. C. L. Huff C. H. C. C.

By M. G. Bailey D. C.

(In debt book "K" pages #284429)

M 4

9-4

John H. Morris

To. of Deed.

E. C. Blair

Ex'd

C. B. S.

"Morris Exhibit 4."

filed with the deposition of C. B.
Slump, Dec. 22/02, in suit of
C. Slump v. C. Pardo, et al -
Mayo Cabell, A-P.

(576)

This Deed of Conveyance made and entered into
this the 15th day of May 1900 between Alex
ander C. Morris & Sarah C. Morris his
wife of the County of Washington & State of
Virginia parties of the first part & Campbell
Slump of the County of Wise & State of Virginia
party of the second part witnesseth that
for and in consideration of the sum of
\$5- in hand paid by the said second party
to the said Alexander C. Morris the re
ceipt of which is hereby acknowledged
the aforesaid first parties do grant, bar
gain, sell, convey & forever release
& quit claim unto the said Campbell
Slump their undivided interest in
a certain tract of Land surveyed & patented
in the name of Thomas Morris in about
the year 1848 & situated on the Clover Fork
of Cumberland River in the County of
Harlan & State of Kentucky & bounded &
described as follows to wit (Beginning at
two beeches on the north side of said Fork
which is a corner to another 100 acre sur
vey of said Thomas Morris then S 25° E 20 poles
to a buckeye & Sycamore on the north
Bank of said Fork, then N 38° E Crossing
Razors Fork 58 poles to a stake then
N 61° W 38 poles to a beech & poplar then
N 27° W 94 poles to two beeches then

then S 87 W 200 poles to a stake then S 64 E
260 poles to the beginning containing
100 acres: more or less) witness
the following signatures & seals this
the day & date above written

Alex. C. Morris (seal)
Sarah E. Morris (seal)

STATE OF VIRGINIA,
COUNTY OF Washington } To-wit:

I, W. W. Webb, Notary Public for the County aforesaid, in the State
of Virginia, do certify that Alex. C. Morris & Sarah

E. Morris
whose name are signed to the writing hereto annexed, bearing date on the 15th
day of May 1900, have acknowledged the same before me, in my County
aforesaid. Given under my hand, this 25th day of July 1900 189



VIRGINIAN, ABINGDON, VA.

State of Kentucky }
County of Harlan } Sec 7
J. F. F. Skidmore Clerk

of the County Court for the County
And State aforesaid certify that the
foregoing deed of conveyance was this
day lodged for record where upon the same
together with the foregoing and this
certificate have been duly recorded in
my office

Given under my hand this Sept 3rd 1900

J. F. Skidmore Clerk
Harlan County Court

Records in
2d Book
P. 249

(73)
Decd (74) 7. W. 4
A.C. Morris
to
C. Slump

"Lons. Morris Exhibit 4."

Filed with the deposition of C. B.
Slump, Dec. 22/1902, in suit of
C. Slump v. C. Parden, et al -
Mayo Cabell, N. P.

J. Proctor Knott, Esq.,

Governor of the Commonwealth of Kentucky,

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOWN YE, That by virtue and in consideration of an Order from the Harlan County Court Jan'y Term 1882 there is granted by said Commonwealth unto

James Green
a certain TRACT OR PARCEL OF LAND, containing Two hundred
acres, by survey, bearing date the 26th day of January, one thousand Eight hundred and Eighty two
lying and being in the county of

Harlan on the Big Black Mountain —
Beginning at two waster oak corner to Stephen McKinites
Survey & on a line of the Dickson Survey, thence with said
line N 60 E 200 pol to a stake, thence S 160 pol to a stake
standing on a line of the Billy Wilson Survey, thence
S 60 W 200 pol to a stake, thence N 160 pol to the beginning

with its appurtenances; TO HAVE AND TO HOLD the said Tract or Parcel of Land, with its appurtenances, to the said

and his heirs forever.

James Green

IN WITNESS WHEREOF, The said J. PROCTOR KNOTT, Esq., Governor of the Commonwealth of Kentucky, hath hereto set his hand, and caused the Seal of the said Commonwealth to be affixed, at Frankfort, on the 16th day of October in the year of our Lord one thousand eight hundred and Eighty three, and of the Commonwealth the 92^d

BY THE GOVERNOR:

J. A. M. Kenzie

Secretary of State.

J. Proctor Knott



James Green has a Title to the within Tract of Land.

J. G. Cecil
By Mrs. W. C. Cecil

E. L. O.

(C4) (3) Exd
CBS

James Green

Grant 2.00 Acres.

Marlboro County.

"Coldiron, etc. Exhibit 4."
Filed with the depositions of C. B.
Slump, Dec. 11/87, in suit of
C. Slump vs. C. Pardo, et al.
Examined and Recorded.

Mayo Cabell J.P.

Book 103, Page 485

No. 3-7138



This deed of Conveyance made and entered
into this the 16th day of May 1891 between
John. W. Morris & his wife of
the County of Wise & State of Virginia of the
first part and E. C. Blair of the County
of Harlan & State of Kentucky of the second
part witnesseth, that whereas on the 8th
day of August 1887 the said John. W. Morris
did by Deed acknowledged before the Clerk
of Harlan County Ky & recorded in the Clerk's
Office of the same sell & convey to the said
E. C. Blair four undivided interests in
the land which John. Blackstone sold to
Richard Morris supposed to contain two
hundred & fifty acres more or less, the
interests thereof being four heirs parts
to wit the heirs at law of Richard Morris
deceased & mentioned in said deed bearing
date August the 8th 1887 and whereas the
name of Nancy Morris was used in that
deed instead of Elias Morris the part
intended to be conveyed with the other
three parts therein mentioned (instead
of Nancy Morris) now therefore in consid-
eration of the payments made by the
said E. C. Blair & therein mentioned and
in further consideration that the said
E. C. Blair is to release the said John W.

Morris from any liability so far as the Nacy
Morris interest is concerned and mentioned
in aforesaid deed of Aug - 8th 1887, the said
John. W. Morris & his wife
do grant bargain sell & convey unto the
said E. C. Blair the one twelfth or one
heirs part which the said Morris bought
of the aforementioned Elias Morris, who
conveyed from John Delarkston to Richard Morris, who
is an heir at law of Richard Morris
deceased, to have and to hold unto the
said E. C. Blair, his heirs or assigns
forever & the said first parties warrants
forever unto the said second party the
aforementioned interest in the aforemen-
tioned tract of land from them and
their heirs & from Elias Morris & his
heirs - The land is situated in the
county of Harlan on Ravors - Creek
of the Clover Fork of Cumberland River
in the state of Kentucky - The John
Delarkston Deed to Richard Morris bearing
date Feb. 3rd 1857 - witness the follow-
ing signatures & seals this the day
& date above mentioned -

J W Morris Seal

State of Virginia - County of Wise - to wit ~~that~~
I L Turner Maury a Notary Public in
and for the County of Wise aforesaid
in the State of Virginia dated May 1st 1891
do certify that this instrument of writing
from John. W. Morris To E. C. Blair

was this day produced to me in my
County aforesaid by the parties and that the same
was acknowledged by the said
John W. Morris to be his act and
deed.

Given under my hand and my
official seal this the 16th day of
May 1891

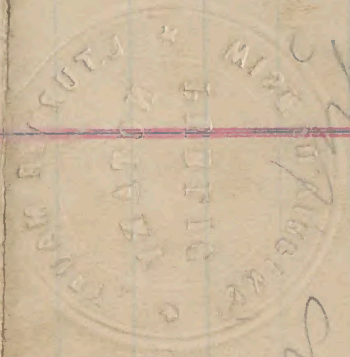
L. Turner Maury
N. P. Wm Co.

State of Kentucky }
County of Harlan } set.

I A. B. Cornett Clerk of
the Harlan County Court do certify
that the foregoing deed of conveyance
from John W. Morris to C. C. Blair
was this day produced to me in
my office for record whereupon
I have to gether with this & the foregoing
certification has been duly recorded
in my office.

Given under my hand this day 23^d / 1891

A. B. Cornett Clerk



Lyda J. Means
R. J. W. Means

W. J. Morris

9/3 Dred

C. C. Blair

Lodged for record
May 23^d 1891

Recorded in dust book
2 page 608 + 609
M. B. Cornwell

Tax & Fees \$1.75

"Morris Exhibit 5"

filed with the deposition of C. B.
Alump, Rec. refor, in suit of
C. Alump v. C. Pardu, et al -
Mayo Cabell, MS.

Stephen McKnight to and
This indenture made and entered
into this Aug. 20th 1883 by and
between Stephen McKnight
of the County of Letcher and
State of Ky. of the first part
and James H. Baldwin of the
County of Harlan and State
of Missouri of the second part
Witnesseth that the party of the
first part hath granted bargain &
sell unto the party of the first
part a certain tract of parcel
of land lying and being in
Harlan County State of Ky.
On the Big Black Mountain Beginning
at 2 Sugar trees corner to a
Survey of J. B. Wilson standing
on a line of a survey made in
the name of Boyd Dickinson
thence with said line N 60 E 200
poles to two water casks thence S 160
poles to a stake thence S 60 West 200
poles to a stake thence N 160 Poles
to the beginning. Being 200 acres
more or less. Witnesseth that
the party of the first part hath
granted bargain and sold
unto the party of the second part
the above named lands and by
these presents hath granted bargain
and sell unto the party of the

second part all my interest
in said land for the sum
of one dollar to him in hand paid
The receipt whereof is hereby acknow-
ledged, and I assign my name
and office my seal the day and
date above written

Stephen McNight

State of Ky
Harlan County

I W. C. L. Huff County Court Clerk
for Harlan County Ky. certify that
the foregoing deed from Stephen
McNight to James H. Colclison was
duly certified by Wm C. Wynn Sep-
uty County Court Clerk for above
Co. & State and that the same to-
gether with this certificate
is duly recorded in my office
Given under my hand this November
15th 1883

State of Kentucky County of Harlan Sec.
I A. B. Cornutt clerk of the Harlan County
Court do certify that the original of the
deed Stephen McNight to James H. Colclison
here recorded was this day produced
to me in my office, and the cer-
tificate of record having not been
signed by the clerk, recording the same
said original ^{deed} was by me compared
to said record and the same was found
to be correctly recorded

Given under my hand this 24th day
of Sept 1892 A. B. Cornutt Clerk
Recorded in Deed B. H. Page 240

C 5

Cohy
Stephen McKnight

to
Jas H Colden
Aug 20. 1883

"Colden, vs. Exhibit D."

filed with the deposition of C. B.
Shump, Dec. vs. for, in suit of
C. Shump vs. C. Pardo, et al
Mayo Cabell, et al

This Deed of Conveyance made and entered
into this 20th day of August 1883 between
Stephen McKnight, of the County of Letcher
and State of Kentucky party of the first
part and James H. Coldiron of the County
of Harlan and State of Arkansas party of
the second part witnesseth: That the said
party of the first part for and in consid-
eration of the sum of one dollar to him
in hand paid the receipt whereof is hereby
acknowledged do hereby sell and convey
to the party of the second part his heirs
and assigns the following described
property to-wit:- A certain tract or parcel
of land lying and being in the County
of Harlan and State of Kentucky on the
waters of the Clover Fork of Cumberland River
on the Big Black Mountain, Beginning
at two sugar trees corner to a survey
of J. B. Wilson extending on the line of a survey
made in the name of Boyd Dickinson
Thence with said line N. 60. E. 200 poles
to two water oaks, Thence S. 160 poles to a
stake, Thence S. 60 W. 200 poles to a stake
Thence N. 160 poles to the beginning.
Containing 200 acres by survey dated
in the year 1883, made in the name
of Stephen McKnight. To have and to hold
the same together with all the appurtenances
thereunto belonging unto the party of the
second part his heirs and assigns forever.
and the said party of the first part hereby
covenants with the said party of the second part
that he will warrant the title to the property
hereby conveyed unto said party of the second part.

and heirs and assigns forever.

In testimony whereof the party of the first part has herunto subscribed his name. The day and year aforesaid & only warrant from me and my heirs.

Stephen McKnight.

State of Kentucky,

County of Harlan } Clerk's Certificate of acknowledgment.

I William A. Creech D.C. Clerk of the County Court for the County and State aforesaid certify that the foregoing deed of conveyance from Stephen McKnight to James H. Calderon was on the 20 day of Aug. 1883. produced to me in said County and acknowledged before me by Stephen McKnight party grantor, thereto to be his act and deed.

Given under my hand, this 20. day of Aug. 1883

W. C. L. Huff, Clerk

By William A. Creech, D.C.

State of Kentucky,

County of Harlan } Clerk's Certificate of Lodgment & Record.

I A. B. Cornett Clerk of the County Court for the County and State aforesaid certify that the foregoing deed was this day lodged for record, whereupon the same with the foregoing and this certificate hath been duly recorded in my office.

Witness my hand this 18th day of Aug. 1890.

A. B. Cornett, Clerk

Deed Book "O" 244

✓
C6 Coby — 1
Stephen McKnight

to
James H. Coldiron
Aug 20. 1883
Ex'd
C.B.S.

"Coldiron vs. Exhibit G."

filed with the deposition of C.B.
Slump, Dec. 22/01, in suit of
C. Slump v. C. Vander, et al -
Mayo Cabell, M.P.

THIS DEED of release and quit-claim made and entered into this the first day of March, 1901, by and between Sarah E. Morris, wife of Alex C. Morris party of the first part; and C. Slemp of Wise County, Virginia party of the second part.

WITNESSETH that whereas ~~the~~ said party of the first part together with her said husband did execute, acknowledged and deliver a deed of conveyance ^{to said first party} dated the 15th day of May, 1900, conveying an undivided interest in a certain tract of land surveyed and patented in the name of Thomas Morris about the year, 1848, and situated on the Clover Fork of Cumberland River in the County of Harlan, in the State of Kentucky, which is hereinafter fully described and set forth, which deed was recorded on September 3, 1900, in Harlan County, Kentucky, Deed Book "U" page 259, reference to which is hereby made as fully as if copied at length herein.

And whereas a doubt has arisen ^{as} to the sufficiency of the certificate of acknowledgement of the aforesaid party of the first part to conform ^{to} the statute law of the State of Kentucky, in such case made and provided.

And whereas the said party of the first part desires to confirm the title of the said party of the second part in the said interest in the said land.

Now therefore in consideration of the premises and the further consideration of one dollar (\$1.), cash in hand paid by the said party of the second part to said party of the first part, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant, convey, release and quit-claim unto the said party of the second part with covenants of special warranty all her undivided right, title and interest in the following described tract of land situated as aforesaid in Harlan County, Kentucky, and bounded as follows to-wit:

Beginning at two beeches ^s on the North side of said Fork

(2)

which is a corner to another 100 acre survey of said Thomas Morris then S 25 E 20 poles to a buckeye & Sycamore on the North Bank of said Fork, then N 38 E crossing Razor's Fork 58 poles to a stake then N 61 W 38 poles to a beech & poplar then N 27 W 94 poles to two beeches, then S 87 W 200 poles to a stake then S 64 E 260 poles to the beginning containing 100 acres more or less.

TO HAVE AND TO HOLD unto the said party of the first part, his heirs and assigns in fee simple.

Whereunto witness the following signature this the day and year first above written.

Sarah E. Morris

State of Colorado, County of La Plata, to-wit:-

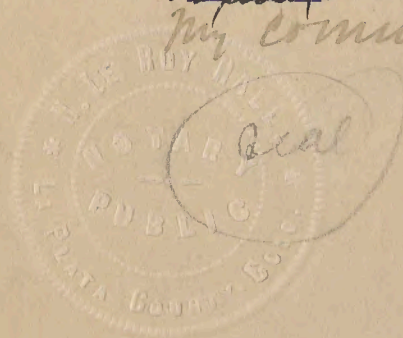
I, Wm. Roy Hall, a Notary Public in and for the County aforesaid, in the State aforesaid do certify that this instrument of writing from Sarah E. Morris, wife of Alex C. Morris, was this day produced to me by the party and the contents and effect of the instrument being explained to the said Sarah E. Morris by me, separately and apart from her husband, she thereupon declared that she did freely and voluntarily execute and deliver the same to be her act and deed, and consented that the same might be recorded.

Given under my hand and seal of office this the 18 day of March, 1901.

My commission expires

Oct 20th 1903

Wm. Roy Hall N. P.



(3)

State of Kentucky, County of Harlan, to-wit:-

In the Office of the Clerk of the County Court of Harlan County, Kentucky, the foregoing deed from Sarah E. Morris, to C. Slemp, dated March 1, 1901, was on the 2nd day of April, 1901, lodged in my said office for record, and the said deed with the certificate of acknowledgment thereto attached was duly recorded in my said office on the 2nd day of April, 1901.

J. F. Skidmore Clerk.

By

A. H. Howard D. C.

(7, M. 6)

Sarah E. Morris

To $\frac{1}{3}$ Release
 $\frac{2}{3}$ Dred

C. Slump

Recorded in Dred Book
A page 467.

"Tom Morris Exhibit 6,"

filed with the deposition of C. B.
Slump, Dec. 22/02, in suit of
C. Slump, v. C. B. Pender, et al
Mayo Cabell, et. P.

This Deed of Conveyance made
& entered into this the 15th day of
May 1900 between Thomas H. Morris
& Minna his wife of the County
of Morrow, State of Oregon
heirs at Law of Thomas Morris
Deceased parties of the first
part & Campbell Slump of the
County of Wise & State of Virgin-
ia Party of the second part
witnesseth that for and in
consideration of the sum
of \$5.00 in hand paid by said
second party to said first par-
ty the receipt of which is
hereby acknowledged, the
afore-said first parties do grant
bargain, ^{sell} convey, release and
quit claim unto the said
Campbell Slump, their undi-
vided interest in a certain
tract of Land surveyed and
Patented in the name of Thomas
Morris in about the year
1848, situated on the Clover Fork
of Cumberland river in the
County of Harlan & State of
Kentucky & bounded & described

as follows to wit: (Beginning
at two beeches on the north
side of said Fork, corner to
another 100 acre survey of said
Thomas Morris on the point
of a ridge opposite the ^{mouth of} Razors
Fork, then S 25- E 20 poles to a
huckleberry & Sycamore on the
north bank of said Claver
Fork, then N 38 E crossing
Razors Fork 58 poles to a stake
then N 61 W 38 poles to a beech
& poplar then N 27 W 94 poles
to two beeches then S 87 W
200 poles to a stake then S 64
E 260 poles to the beginning
containing 100 acres more
or less) witness the following
signatures & seals this the
day & date above written

Thomas H. Morris (Seal)

Witness: M. S. Maxwell, Joanna C. Morris. (Seal)

State of Oregon }
County of Marion } ss

This the 10 day of October A.D. 1860
Personally appeared before me, a
Notary Public in and for said
County and State,

Thomas H. Morris and Jennima
Morris his wife, and they acknowledge
to me that they executed the foregoing
Deed without fear or coercion from
anyone
Subscribed and sworn to before
me this 10th day of October
A D 1900.

M. S. Maxwell
Notary Public for Oregon

State of Kentucky }
County of Harlan } set

I J. F. Skidmore Clerk of the County
Court for the County and State
aforesaid Certify that the foregoing
Deed was this day lodged for
Record whereupon the same together
with the foregoing and this
Certificate have been duly recorded
in my Office.

Witness my hand this Oct. 21st 1900
J. F. Skidmore CLK
By H. H. Howard DC

State of Oregon, {
County of Morrow { set

I M. S. Maxwell, a notary public in & for
the State & County aforesaid do certify that
this instrument of writing from Thomas H. Morris
and Jennima C Morris his wife was on

October 10, 1900 produced to me by the parties,
which was acknowledged by the said Thomas H.
Morris to be his act and deed; and the contents
and effect of the instrument being explained to the
said Jennima C. Morris by me, separately and
apart from her husband, she thereupon declared
that she did freely and voluntarily execute
and deliver the same, to be her act
and deed, and consented that the same
might be recorded. Given under my
hand and seal of Office this the 26 day
of August 1901.

His seal
here

M. J. Macrull

Notary Public

My Commission expires on the 17 day of
Aug 1903.

State of Kentucky }
County of Harlan } set

J. F. Skidmon clerk of the County Court for the
County and State aforesaid certify that the foregoing
Deed was this day lodged for record whereupon the
same together with the foregoing and this Certificate
have been duly recorded in my office

Witness my hand this 6th day of September 1901
J. F. Skidmon clerk
By J. S. Ward D.C.

Thomas H. Morris

Deed

Wampsee Stamps

Recorded in deed
Book U page 265

Recorded in - Deed book

U. Page 621-203

"Tom Morris Exhibit 7." filed with the deposition of R. B. Slump, Dec. 22/02, in suit of C. Slump v. C. Parker, et al.

Mayo Cabell, Jr. P.

This deed made this 7th day of October 1892 by and between John W. Morriss and Lidia J. Morriss his wife, of the county of Wise and State of Virginia, parties of the first part, and Campbell Slemple, of the county of Lee and State aforesaid, party of the second part; Witnesseth, that whereas the said party of the first part on the day of 18 sold and conveyed to one Blair four undivided interests in a certain tract or parcel of land lying and being in the county of Harlan in the state of Kentucky, on the waters of the Clover Fork of the Cumberland River of which one Richard Morriss died seised and possessed; and whereas the said Blair has since sold and conveyed the same to the said party of the second part; and whereas the said party of the first part, at the time he conveyed the same to the said Blair had the legal title to one and the equitable title to three of the said undivided interests which he had purchased from Elias, Anthony and Wiley Morriss (his brothers) heirs at law of the said Richard Morriss deceased; and whereas he has since obtained conveyances from the said heirs; And whereas the said party of the first part purchased another of the undivided interests in the said tract of land from his brother Nacey Morriss, and the said party of the first part has sold this interest to the said party of the second part, which the said Nacey Morriss conveyed direct to the said Slemple by direction and request of the said party of the first part; and whereas the purchase money has been fully paid; Now therefore in consideration of the premises and the sum of one dollar cash in hand paid, the receipt whereof I hereby acknowledged, the said parties of the first part have bargained, sold released, and by these presents doth remise quit-claim and convey unto the said party of the second part all their right, title and interest both at law and in equity in and to the said tract or parcel of land above referred to, and more particularly described in the several conveyances mentioned to which reference is here made for a more particular description of the said land.

Witness the following signatures and seals the day and year first above mentioned.

J W Morris (SEAL)
Lydia J Morris (SEAL)

State of Virginia

County of Wise

I, *Jno. B. Payne* a notary public in and for the county and state aforesaid, do certify that this instrument of writing from John W. Morriss and Lidia J. Morriss, his wife was this day produced to me by the parties, and acknowledged and delivered by John W. Morriss and Lidia J. Morriss, his wife, parties thereto, to be their act and deed, and the contents and effect of the instrument being explained to the said Lidia J. Morriss by me separately and apart from her husband, she thereupon declared that she did freely and voluntarily execute and deliver the same to be her act and deed, and consented that the same might be recorded.

Given under my hand and seal of office, this 7th day of October 1892

Jno. B. Payne N. P.
 W. Co. Va.

State of Kentucky
County of Harlan } 12

I A Blewett clerk of the County Court within and for the County and State aforesaid, do certify that the foregoing instrument was this day lodged in my office for record, whereupon certified as above for record, whereupon same the same together with the foregoing and this certificate is duly recorded in my office.

Given under my hand, this 24th day of November 1892

A Blewett clerk
By H. L. Rice D.C.

7
John H. Morris & wife

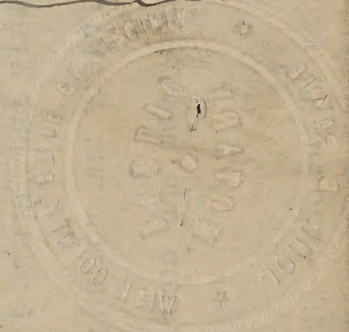
Release
Dec 1-

Campbell Sleep.

Recorded in Reed
Book "P" Page 293

"Morris Exhibit 7"

Filed with the deposition of C. B.
Sleep, Dec. 22/02, in suit of
C. Sleep v. C. Pando, et al -
Mayo Cabell, A.P.



Lois Sleep
Pando \$2.00

1 Hiram R. Morris & others }
2 to } Deed
3 Campbell Slump

4 This deed of conveyance
5 made and entered into this the
6 6th day of December 1899 between
7 Hiram R. Morris and Serelda his
8 wife of the County of Knox State of
9 Kentucky Isaac H. Morris and Melinda
10 his wife of the County of Bingham
11 State of Idaho, Thomas H. Morris & Minna
12 his wife & John C. Morris of Morrow
13 County State of Oregon and A. J. Kelley
14 & Elizabeth S. his wife of the County
15 of Washington State of Washington
16 all heirs at law of Thomas Morris dec'd and
17 parties of the first part & Campbell Slump
18 of the County of Wise State of Virginia party
19 of the second part Witnesseth that for
20 and in consideration of the sum of (\$1.00)
21 one dollar to each of said first parties
22 and other valuable considerations to
23 them paid the receipt of which is
24 hereby acknowledged the aforesaid
25 first parties do grant bargain sell
26 and convey unto the aforesaid Campbell
27 Slump all their right title & interest
28 in a certain tract or parcel of land
29 situated on the west waters of the Clow
30 Fork of Cumberland River lying prin-
31 -cipally on Resers Fork of said Clow Fork
32 in the County of Harlan State of Kentucky

1 & bounded & described as follows (viz):
2 Beginning at two beeches on the north
3 side of said Clover Fork the beginning
4 corner to another 100 acre survey
5 made in the name of Thomas Morris
6 then S 25 E 20 poles to a buckeye &
7 yuccamore on the north bank of said
8 Fork then N 38 E Crossing Rascals
9 Fork 58 poles to a stake then N 61 W 38
10 poles to a beech & poplar then N 27 W
11 94 poles to two beeches, then S 87 W
12 200 poles to a stake then S 64 E 260
13 poles to the beginning containing
14 100 acres more or less the same being
15 surveyed for the aforesaid Thomas Morris
16 on the 19th day of January 1848 and
17 patented to him on the — day of
18 — 18 — To have and to hold unto
19 the said Campbell Shunk his heirs
20 & assigns forever & the aforesaid first
21 parties Covenant with the aforesaid
22 second party that they will warrant
23 forever unto the aforesaid second
24 party the land hereby conveyed
25 from themselves their heirs & successors
26 or any other person claiming through
27 by or under them

28 Witness the following signatures
29 and seals this the day & date above
30 written

31 I. R. Morris
32 Anilda F. Morris

John C. Morris Seal
O. N. Morris Seal
Malinda E. Morris Seal

State of Idaho
County of Bingham

On this 16th day of July in the
year 1900 before me George L. Wall a
Notary Public in and for said County
personally appeared John C. Morris known
to me to be the person whose name is
subscribed to the within instrument
and acknowledged to me that he
executed the same

In testimony whereof I have hereunto
set my hand and official seal on
the day and year in this certificate
above written

George L. Wall
Notary Public

State of Idaho }
County of Bingham } to wit

I George L. Wall a Notary
Public in and for the County aforesaid
in the State of Idaho do certify that
this instrument of writing from O. N.
Morris and wife Malinda E. Morris
was this day produced to me by the
parties which was acknowledged by
the said O. N. Morris to be his act and
deed; and the contents and effects
of the instrument being explained
to the said Malinda E. Morris by me
separately and apart from her husband

George L. Wall
Bingham
County
Idaho
Notary Public

she thereupon declared that she did
freely and voluntarily execute and
deliver the same to be true and
sent and consented that the same
might be recorded

George L. Wall
Bingham
County
Idaho
Notary Public

Given under my hand and seal of
office this the 14th day of July in the
year 1900 My commission expires
on the 22nd day of October 1901

George L. Wall N. P.

State of Idaho }
County of Bingham } S S

On this 14th day of July in the year
1900 before me George L. Wall a
Notary Public in and for said County
personally appeared J. N. Morris known
to me to be the person whose name is
subscribed to the within instrument
and acknowledged that he executed
the same and on this 14th day of July
in the year 1900 before me the officer
above described personally appeared
Malinda E. Morris known to me to
be the person whose name is
subscribed to the within instrument
described as a married woman and
upon an examination without the
hearing of her husband I made her
acquainted with the contents of the
instrument and thereupon she acknowledged
to me that she executed the same
and that she does not wish to

retreat such execution
in witness whereof I have hereunto
set my hand and affixed my official
seal the day and year in this certifi-
cate first above written

George L. Wall
Notary Public
County of Harlan

George L. Wall
Notary Public

State of Kentucky }
County of Knox } Clerk

I John Parker County Court
Clerk for the County and State aforesaid
do certify that H. R. Morris and Furrilda
F. Morris his wife whose names are signed
to the foregoing deed bearing date on
the 6th day of December 1899 acknowledged
the same before me in my County
and State

Given under my hand and seal
this December 6th 1899

John Parker Clerk
My A. S. H. Black O. C.

State of Kentucky }
County of Harlan } Clerk

J. F. Skidmore Clerk of
the Harlan County Court certify that
the foregoing deed of conveyance
was this day lodged for record
whereupon the same together with the
foregoing and this certificate have
been duly recorded in my office
Given under my hand this Aug 8-1899

J. F. Skidmore Clerk

Harlan County Court

1 State of Kentucky }
2 County of Harlan } sci

3 J. J. F. Skidmore Clerk
4 of the County and State aforesaid
5 certify that the foregoing instrument
6 of writing was this day lodged for
7 record whereupon the same with
8 the foregoing and this certificate
9 have been duly recorded in my
10 office. Witness my hand this the
11 2nd day of April 1901

12 J. J. F. Skidmore Clerk
13 By H. H. Howard P. C.
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Copy

7.11.8

Hiram R. Morris

is al

2 { send

Campbell Slump

Ex'd

C. B. S

M. P. 471

"Tom Morris Exhibit 8"

filed with the deposition of C. B.

Slump, Feb. 11/03, in suit of

C. Slump v. P. Parde, et al

Mayo Cabell, Atty

This deed made this 20th day of
January 1891.

By and between Naey. W. Morris and
Louisa his wife of Jackson County
State of Kentucky parties of the first
part and Campbell Shemp. of Lee
County and State of Virginia party
of the second part: Witnesseth

That for and in consideration of the
sum of ten dollars cash in hand
paid the receipt of which payment is
hereby acknowledged: the parties of
the first part do grant bargain
sell and convey with covenants of
special warranty the following
a certain tract or parcel of land
to wit one heirs part which is $\frac{1}{2}$ interest
undivided in a tract of land owned
by Richard Morris heirs and bought
of John Clarkston by said Richard Morris
Deed and described as follows Lying in
Harlan County Ky on Wazors fork of
the Cloon fork of Cumberland river
for more particular description of said
land reference is hereby made to
a deed from John Clarkston to Richard
Morris and recorded at the clerks office
of Harlan Co. Ky. and estimated by said
deed to contain 250 acres more or less
and the parties of the first part
for the above consideration release and
quit claim all the right title and
Interest that they have to the undivided
one part or $\frac{1}{2}$ part of said land.

And the parties of the first part
warrant for themselves and their heirs
relatives and those claiming under us
Milwau our hands and seals this day
and date above written

Mary W Morris
Louisa Morris
make

Recd
Recd

State of Kentucky

County of Jackson

ss: I

I John Farmer Clerk
of Jackson County Court
do certify that the fore
going deed from
Nacy W Morris and wife
to Campbell Slump
was produced to
Stephen E Fields in
my county and acknowledged before him
in due form
and this certifies to
the proper office for
record given under
my hand this Feb 3rd 1891

John Farmer Clerk
By S. E. Fields De.

^{ms} Nacy W Morris
and Wife to Deed
Campbell Slump

Acknowledge before
me in due form
of Law by Nacy
W Morris and

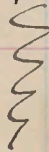
Louisa Morris his
wife parties grantors
ther to to Be their
act and deed on
this Feb the 3rd 1891

John Farmer Clerk
By S. E. Fields De

Recorded in Deed book
N. page 556 & 6.

Fines & Tax \$125

Nacy W. Morris, wife

To  Deed

Campbell Slump

Recorded D.B. "A." p. 550 &c

"Morris Exhibit 8,"

filed with the deposition of
C. B. Slump, Dec. 22/02, in suit
of C. Slump v. C. Pardo, et al
Mayo Cabell, A.C.

Cumberland River adjoining ~~for~~
near the lands of Elias Morris ~~De~~
Decid and lands of William Wilson Decid
and for further discription of said
land reference is here made to the
deed made to Richard Morris Decid
by John Charleston and recorded
in ^{the Clerk's office} Harlan County Kentucky:

Said tract of land containing 230
Acres more or less.

The parties of the first part do
for themselves and their heirs and
those claiming under and by them
forever release and quit claim
all their rights titles and interest
in and to the above described
tract of land
do have and do hold to the said
J. W. Morris his heirs and assigns
in fee simple

Witness the following Signatures and
seals this day and date above written

Anthony Morris (seal)
Elias ^{his} Morris (seal)
Wm. J. Morris (seal)

This deed made this 18th day of
July 1891 By and between Anthony
Morris, and his heirs
Wyley G. Morris and his heirs
Olias Morris and his heirs
all heirs at law of
Richard Morris Deed of Beaufort
and Perry Counties and
State of Kentucky parties of the
first-part, and John W. Morris
of Wise County in State of
Virginia party of the second part
Witnesseth That for and in
consideration of ten dollars to each
of us in hand paid ~~thus heretofore~~
by J. W. Morris and for the fulfill-
ment and performance of a contract by
us executed to J. W. Morris in 1889.
Which Contract is on Record in
the Clerks Office of Harlan County
Kentucky And Whereas this deed
is in full performance of said
Contract from us to the said J. W. Morris.
The receipt of which payments and
the fulfilling of our contract is
hereby acknowledged by us to the
said J. W. Morris Do grant Bargain
sell and convey with covenants of
Special Warranty Our undivided
interests Being three heirs part or three
twelfths of ~~said~~ tract of land ~~and~~
bought of John Clarkston by Richard
Morris Deed, Being and Lying on
Razors fork of the Clover fork of

State of Kentucky
Perry County

I J. R. Cornutt clerk
of the county court for the county
aforesaid do certify that on this day
the foregoing deed from Anthony Morris his
Elias Morris and his
to John W. Morris was produced to me
in the county aforesaid and acknowledged
before me by Anthony Morris & Elias
Morris to be their act and deed and
that they freely and voluntarily executed
and delivered the same and consented
that the same might be recorded and
is hereby transferred to the county court
clerk of Warren so for record,
Given under my hand
this July 28th 1891

J. R. Cornutt, Clerk
by Jeremiah Morris, D.C.

State of Kentucky county of Breathitt
I J. Miss Hagins clerk of the Breathitt County
Court do hereby certify that the foregoing deed
of conveyance from Wiley G. Morris to
John W. Morris was this day produced to me
in the county of Breathitt and acknowledged
to be his act and deed
Witness my hand as clerk of the Breathitt
County Court July 29th 1891

J. Miss Hagins C B & C
By J. L. Moore D C

State of Ky }
 Harlan County }

I A. B. Cornett Clerk of
 the Harlan County Court Certify
 That the foregoing deed was this day
 lodged in my office for record
 whereup some together with this & the
 foregoing certificates have been
 duly recorded in my office
 Given under my hand this Sept 25th 1891
 A. B. Cornett Clerk

(m 9)

Wesley Morris and
 E. T. L.

22 Deed

J. M. Morris

Recorded in Clerk
 Books of page 8140.

A. B. Cornett Clerk

The following 135
 Tax on above 52
 16th certificate 25
 \$2.00

"Morris Exhibit 9"

paid with the disbursement of C. B.
 Stamp, Dec. 27/91, in sum of 9
 C. Stamp "C. B. Parker, what"

Mayo Caldwell, what?

THIS DEED, made and entered into this the 28 day of March, 1901 by and between Daniel North ^{Mary} and Samantha, his wife, and Elizabeth North, of Leslie County, Kentucky, ^{and Wheeler North of same county} parties of the first part, and Campbell Slemp of Big Stone Gap, Virginia, party of the second part,

WITNESSETH: That, whereas, a patent was issued by the Commonwealth of Kentucky to John Garrison, now deceased, for a tract of land in Harlan County, Kentucky, on the Big Black mountain and the waters of Clover Fork of Cumberland river, containing 150 acres, bearing date September 17th, 1859; and,

Whereas, the said John Garrison afterwards died intestate, leaving to survive him certain children and heirs at-law, among whom was a daughter Stacy, who intermarried with one Clem North, and afterwards died intestate, leaving to survive her at the present time as her only heirs at-law the said Clem North and the said Samantha, who intermarried with the aforesaid Daniel

North, ^{and the said Wheeler North} and the said Elizabeth North; and,

Whereas, the said Stacy North, in her lifetime, united with certain other heirs at-law of the said John Garrison, ~~and~~ ~~and~~ in a deed for the said 150 acre tract of land to the heirs of Absalom Blair, dec'd, which deed is dated December, 1884, and is recorded in Harlan County, Kentucky in Deed Book J, page 608, reference to which is hereby made for a more particular description of said deed.; and,

Whereas, some uncertainty has arisen as to the sufficiency of the conveyance made or attempted to be made therein by the said Stacy North, and it being the desire of the grantors herein to make good the title so made or attempted to be made by the said Stacy North; and,

Whereas, the said Campbell Slemp, party of the second

part herein, is the owner of all that part of the foregoing 150 acre patent which lies south of the south line of the Boyd Dickenson ~~25~~ 25,000 acre survey, the course of which ~~land~~ ^{line} is North 60° East in the patent to said Dickenson for said land;

Now, therefore, in consideration of the premises, and for the further consideration of One Dollar, cash in hand paid, the receipt of which is hereby acknowledged, the said parties of the first part hereby grant, convey, release and quit claim unto the said party of the second part all their right, title and interest in and to so much of the aforesaid 150 acre patent as lies south of the aforesaid south line of the Boyd Dickenson survey, which boundary hereby released contains in the aggregate 100.47 acres, more or less.

To have and to hold unto the said party of the second part, his heirs and assigns in fee simple.

Whereunto witness the following signatures this the day and year first above written.

Attest
C. B. Slump

^{his}
Daniel X North
^{mark}
Samantha North
^{mark for}
Mary Elizabeth North
^{mark for}
Elizabeth North

State of Kentucky, County of Leslie, to-wit:

I, J. M. Howard, a Clerk of the County Court in and for the county aforesaid, in the State of Kentucky, hereby certify that the following deed from Daniel North and Samantha North, his wife, and Elizabeth North to Campbell Slump, dated 28 day of March, 1901, was this day presented to me in my county aforesaid by the said parties, and the said Daniel North, and Samantha North, his wife, and the said Elizabeth North, each this day acknowledged the same before me to be their respective act and deed.

Given under my hand this 6 day of April, 1901.

J. M. Howard C. L. C.
By George W. H. H. H.

State of Kentucky, County of Harlan, to-wit:

In the office of the Clerk of the County Court of Harlan County, Kentucky: The foregoing deed from *North* Daniel North and Samantha North, his wife, and Elizabeth North Dwheeler to Campbell Slomp, dated 28 day of March, 1901, was on the 12 day of April, 1901, lodged in my office for recordation, and the said deed with the certificates of acknowledgment attached and this certificate was duly recorded in my said office on the 12 day of April, 1901.

J. H. Spurgeon, CLERK,

By H. H. Howard, D. C.

4.10
Heirs of Stacy North

To } Deed

Campbell Slump

Recorded in deed
Book U page 484.


"Garrison Exhibit 10"

Filed with the deposition of C. B.
Slump, Dec. 22/94, in suit of
C. Slump v. C. Pardee, et al -
Mayo Cabell, Atty.

Know all men by these presents
that I Thomas Morris of the Co of
Bro Perry and State of Ky
Do this 3rd of Feb'y 1871 Bargain
Contract and sell unto John W. Morris
and his heirs for ever all of my
Interest title or claim in the Estate of
Richard Morris deceased Both Real
and personal for \$15- which I Thomas
Morris do acknowledge the Receipt there of
the Estate of Richard Morris being
Encumbered by law the said John W.
Morris buys (my) my Interest for
what he can make out of it If
the whole Interest of the heirs are gained
the said John W. Morris gets it If there
is nothing made no Recourse back on
(me) Thomas Morris

Attest

Thomas Johnson
John S. Harris Esq

Thomas Morris 

Thomas Morris

To { Little Band

John W. Morris

A 11

"Morris Exhibit 11." filed with
the deposition of C. B. Alump. Dec. 22/01
in suit of C. Alump v. C. Tardus, et al.

Mayo Cabell, At

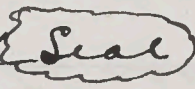
The land lies on Bondville
W. and being the same land
conveyed to Morris by
John W. Morris or
A. Sten -


Declarin the within land unto
Joseph St.ingers without recourse
each this January 17 the 1873

J. W. Morris

THIS DEED OF CONVEYANCE MADE AND
ENTERED INTO THIS THE FOURTEENTH DAY
OF JANUARY 1898 BETWEEN CAMPBELL
SLEMP and Nannie B. Slemp his wife
both of the county of Wise and State of Virginia
parties of the first part and Campbell
B. Slemp of the aforesaid County and
State party of the second part. Witnesseth
that for and in consideration of the
sum of One Thousand (\$1000.00) dollars
in hand paid, the receipt of which
is hereby acknowledged the afore-
said parties of the first part do
grant, bargain, sell and convey
with covenants of special warranty,
unto the aforesaid party of the
second part all that certain tract
or parcel of land which was conveyed
to the said C. Slemp and William Stuff
by Francis M. Clarkston and wife
and also that tract of land conveyed to
the said C. Slemp and William Stuff
by James Coldiron and Jeremiah Wilson
known as the Coldiron and Wilson tract
and certain tracts of land conveyed to the
said C. Slemp by the heirs of Richard
Morris, deceased. These lands are
situated on the Razor's Fork of the
Clover Fork of Cumberland River

and on the south side of the Big Black Mountain in the County of Harlan and State of Kentucky the deeds to which are on record in the Clerk's office of Harlan County Kentucky - to which reference is hereby made for a more particular description of the same. This is intended to include all the lands that the said parties of the first part own north of the Clover Fork of the Cumberland River to have and to hold unto the said party of the second part, C. B. Sleep, his heirs and assigns forever
Witness the following signatures and seals. This the day and date above written.

Campbell Sleep 

Nannie B. Sleep 

Virginia, Wise County. To wit.

J. R. P. Barrow, a Notary Public for the aforesaid County and State do certify that Campbell Sleep and Nannie B. Sleep his wife, whose names are signed to the foregoing deed bearing date, January 14th 1898, personally appeared before me in my County and State aforesaid and acknowledged the same to be their deed and act. This the 18th day of January 1898.

J. R. P. Barrow, N. P.,
my commission Expires
February 14, 1898.

State of Kentucky }
County of Harlan } set

I J. F. Skidmore Clerk of the County Court for
the County and State of said Certify that the
foregoing deed was this day lodged for record
whereupon the same together and this Certificate have
been duly recorded in my office witness my
hand this 21st day of January 1848

J. F. Skidmore, Clerk
By A. H. Haward D.C.

Deed of Conveyance.

C. Sleep and
Nannie B. Sleep

To

Campbell B. Sleep.

Recorded in Deed Book S.

Page 532

"Coldiron, &c. Exhibit 11."

filed with the deposition of C. B.
Sleep, Dec. 22/02, in suit of
C. Sleep v. C. Parden, et al
Mays, Cabell, N.B.

This Deed made this 20th day December 1901, by and
between Campbell Sleep and Nannie B. Sleep
his wife and C. Bascom Sleep a bachelor of of Big
Stone Gap, Wise County, Virginia parties of the first
part and The Interstate Investment Company a
corporation existing under the laws of the State
of Kentucky, with its principal place of business
in the City of Louisville Kentucky party of the
second part, Witnesseth that for and in consider-
ation of a deed of this date made by said party
of the second part to the said C. Sleep and C. B. Sleep.
Said first parties have sold and do hereby grant
and convey with special warranty unto the
said second party the following described tracts
or parcels of land lying in Harlan County, State of
Kentucky and on the head waters of the Clover Fork
of Cumberland River.

First all that certain tract or parcel of land
on the south side of the Big Black Mountain being
the same tract granted by the Commonwealth of
Kentucky to Andrew Davis by patent dated April
28th 1871 and described as follows: Beginning at
a rock, chestnut and water oak standing at the
top of Halls Spur, thence N 72 E 30 poles to two
white oaks and a chestnut, thence N 43 E 28 poles
to two chestnuts, thence N 34 E 28 poles to a white
oak and chestnut oak, thence N 51 E 40 poles to
two chestnuts, thence N 80 W 40 poles to a water
oak, chestnut and Cucumber Creeches corner,
thence with Creeches line N 120 poles to a stake
on Dickinsons line thence S 60 W with said
Dickinsons line 200 poles to a stake seven feet

1 west of Diplous Fork of Reasons Fork, which stake
2 bears N 3 E 10 feet to a lynn, N 20 W 10 feet to a
3 bench, and S 45 W 13 1/2 feet to a small cucumber
4 thence S 60 E (by correction of 1901, for variation
5 S 4 1/2 E) 125 poles or such distance as may be
6 necessary to reach a point due west of the above
7 mentioned beginning point. (at 99 1/4 poles on this
8 line is a stake witnessed by the following points
9 S 10 W 7 feet to a sugar tree also a sugar and
10 oak marked as points which 99 1/4 poles portion
11 of this line is marked with locust stakes and
12 blazed trees and brush cut.) thence due East to
13 the point of beginning.

14 Second. All that certain tract or parcel of land
15 lying on the East side of Reasons Fork of Clover
16 Fork and described as follows. Beginning in
17 the center of Reasons Fork at the Mouth of Roen
18 house Branch, thence down said Fork with the
19 center thereof to a point opposite the mouth of a
20 branch coming from the East into said Fork,
21 (being the branch near the south corner of the 6.75
22 acre tract conveyed by William Clarkston and
23 wife to R. C. B. Christon by deed dated the 26th day
24 of April 1890, and also near the south corner of
25 the John Clarkston 50 acre patent of July
26 19th 1847, and also the branch described as a
27 branch or drain in the deed from Elias Morris
28 to William Wilson dated April 7th 1849, recorded
29 in Harlan County Kentucky, Deed Book "15" page
30 70) thence due east to the mouth of said branch
31 and up said branch with its meanders to the
32 third line of the above mentioned John Clarkston

50 acre patent, thence with said line according to the call of said patent S 20 E to the end of said third call, (being the south or south west corner of said patent) thence according to the call of said patent N 40 E 95 poles to a stake, thence according to the call of the said patent N 41 W crossing the second line of the William Wilson 400 acre patent to the line of the 42.98 acre tract conveyed by Francis M. Clamston and wife to R. L. B. Thruston by deed dated December 7th 1887. Recorded in Harlan County Kentucky Deed Book "K" page 473, which line runs from a cucumber near Reasons Fork, N 36 $\frac{3}{4}$ E 48.92 poles to a Lynn, thence reversing said last mentioned line S 36 $\frac{3}{4}$ W to said cucumber, thence the shortest straight line to a beech (now fallen) the beginning corner of the William Wilson 400 acre patent (described in said patent as a beech and two birches on the bank of Reasons Fork) thence the shortest straight line to the point of beginning:

Third, Also all that certain tract of land lying on the west side of the aforesaid Reasons Fork and being a portion of the second tract of land described in a deed from J. M. Bailey to R. L. B. Thruston dated January 31st 1893. Recorded in Harlan County Kentucky, Deed Book "P" page 352 et seq and described as follows: Beginning at a rock on the west bank of the Reasons Fork, said rock being N 6 E 17.6 poles from the junction of said Reasons Fork with the right hand fork of the Clover Fork of the Cumberland River, thence S 88 $\frac{1}{4}$ W 24.78 poles to a beech pointer, thence with the top of ridge N 74 $\frac{1}{4}$ W

16.78 poles to a stake which is $4\frac{1}{2}$ feet south of
a locust pointer, thence continuing with the
top of the ridge N $43\frac{3}{4}$ W 32.84 poles to a stake,
N $62\frac{1}{4}$ W, 31.66 poles to a stake, N $57\frac{3}{4}$ W 22.76 poles
to a stake, N $59\frac{1}{4}$ W 24.48 poles to a stake agreed
upon as being on the North line of the Thomas Morris
patent of 100 acres dated July 2, 1845, (large Chestnut
Oak and Chestnut marked as pointers,) thence with
said North line S $87^{\circ}25'E$ $65\frac{1}{4}$ poles to a stake, (The
North-east corner of said 100 acre patent) thence
S $82^{\circ}5'E$ 41.7 poles to a stake at the mouth of a
branch, that runs from the west into Reesor
Fork a short distance below the old School house
said last two lines well marked and staked,
thence due east to the center of said Reesor Fork,
thence down stream with the center of said Fork
to a point due east of the point of beginning
thence a due west line to the point of beginning.
Fourth, Also all that certain tract or parcel of land
lying on the south side of the Right hand Fork of
Clover Fork, and bounded and described as follows,
Beginning at the seat stone recently placed by
L. M. Carnical surveyor, as the corner location
of the beginning corner of the patent to Samuel
Parsons, for 50 acres dated April 8th 1820, (Beech,
Birch, sugar maple and poplar called for in said
patent) thence S $12^{\circ}E$ 53 poles to a stake as
agreed upon between the parties hereto as the
Fourth corner of the 100 acre patent to Thomas
Morris of July 5, 1846, which stake has as marked
pointers a small poplar, hickory and Chestnut,
which stake bears from said Poplar S $56^{\circ}E$ 3 feet

2
Thence S $47\frac{1}{2}$ E 37.5 poles to a stake, which stake
is agreed upon by the parties hereto as at the
intersection of the fourth line of the aforesaid
Thomas Morris 100 acre patent, and the seventh
line of the Elias Morris 80 acre patent of 1843.
Thence N $54\frac{1}{2}$ E 38 poles to a stake on top of Fire
Scald Ridge, Thence in a Northerly direction to a
buckeye near the bank of the Right Hand Fork of
the Clover Fork, Thence N $37\frac{1}{2}$ E to the Center of said
Right Hand Fork, Thence down said Fork with
the center thereof to a point S 12 E from the said
set stake, the beginning corner, Thence N $12\frac{1}{2}$
to the said set stake point of beginning.

Fifth: Also all that certain tract or parcel of land lying
on the North side of Little Black Mountain, and
bounded and described as follows, beginning at a
stake on the top of Fire Scald Ridge which stands
S 66 E 102 poles from a stake at the north west
corner of the John W. Morris patent of 250 acres,
dated July 14th 1853, which last named stake stands
N 2 E 17 poles from a birch stump on the point
of the Fire Scald Ridge, which birch stump stands
N $70\frac{1}{2}$ W 17 poles from a birch stump white
oak stump and chestnut original timber called
for at the second corner of the aforesaid patent
of 250 acres to John W. Morris, Thence from said
first named stake on top of Fire Scald Ridge
which stake is also on the north line of the aforesaid
250 acre John W. Morris patent, running with
the top of Fire Scald Ridge in an easterly
direction to the junction of said ridge with the
Little Black Mountain, Thence Westwardly with

1 The top of said Little Black Mountain to a stake
2 on top of the said Mountain and on the East line
3 of the said John H. Morris 250 acre patent,
4 witnessed by the following points S 52 N 7 1/2
5 feet to a water oak, S 45 E 7 1/2 feet to a water oak
6 N 62 N 3 1/2 feet, to a chestnut oak, S 19 N 22 feet to
7 a large chestnut S 80 E 38 feet to a large chestnut
8 oak, N 61 E 14 feet to a small chestnut oak which
9 stake is agreed upon by the parties hereto as the
10 point in Little Black Mountain where the fourth
11 line of the said John H. Morris 250 acre patent
12 of 1853 crosses said mountain, (which stake
13 has been located as follows with reference
14 to the known timber above referred to as the
15 second corner of said patent tract, running
16 from said Creek stump, white oak and chestnut
17 S 2 N 250 poles to a stake on the south side
18 of Little Black Mountain S 75 1/2 E 100 poles to a
19 stake, N 5 E 100 poles to the aforesaid stake on the
20 top of Little Black Mountain, thence from said
21 stake on top of said Little Black Mountain
22 N 5 E 67.88 poles (with locust stakes set by
23 L. M. Carnical in 1901.) to a stake at the North-
24 east corner of the aforesaid patent as agreed
25 upon by the parties hereto, which stake is
26 witnessed by the following points N 17 E 17
27 feet to a large chestnut oak, N 14 N 21 feet
28 to a small cucumber, N 58 E 18 feet to a small
29 chestnut, S 4 N 47 feet to a large chestnut oak
30 S 14 N 37 feet to a chestnut thence with the
31 North line thereof (with locust stakes set by said
32 Carnical in ¹⁹⁰¹ ~~1894~~) N 66 N 96 poles to the point of beginning

Sixth Tract, Also all that certain tract or parcel of land lying on the head waters of Reasens Fork and being a part of the tract granted by the Commonwealth of Kentucky to William Wilson by a patent for 400 acres dated July 2nd, 1845, and bounded and described as follows. Beginning at a stake which stands where a beech and chestnut are called for at the second corner of the aforesaid William Wilson patent, thence N 47 1/2 E 226 poles to a bunch of lynns N 77 E 259 poles to a stake, N 47 E 158 poles to a stake near a birch and cucumber sprouts marked as pointers, thence N 23 E 129 poles to a stake, N 73 E 54 poles to a marked cucumber standing in the Reasens Fork and being an Original Corner of said patent, where the patent calls for a cucumber and service-berry tree, thence N 49 N 51 poles to a blocked maple, thence S 47 N 214.47 poles to a stake on the south side of Halls Spur near the top of a spur of said Halls Spur, six Chestnuts marked as pointers. Thence N 88 N 422.59 poles to a stake, on the top of Big Ridge or clearing Cove Ridge in a line of the deed from Allen Morris and wife and J. D. Bush and wife to R. C. B. Thruston dated May 16th 1899 recorded in Harlan County Kentucky, Deed Book "J" page 520 et. seq. which said stake is witnessed by the following pointers, N 36 N 18 feet to a water oak N 18 N 18 feet to a white oak S 17 E 18 feet to a small water oak, S 71 E 14 feet to a large chestnut oak, S 40 E 13 feet to a small water oak and N 87 E 4 feet to a small water oak, thence down the said Big Ridge or clearing Cove ridge with the calls of the aforesaid deed from Allen Morris and wife and J. D. Bush and wife to R. C. B. Thruston to a chestnut oak standing on said ridge being the

corner of the land conveyed by Allen Morris and
Jacob F. Morris to said Thruston, thence with the top
of said Clearing Cove ^{Ridge} ~~Branch~~ S 11 E 4.08 poles to a stake,
S 20 E 16 poles to a stake, S 11 E 8.2 poles to a stake
S 16 1/2 E 23.5 poles to a stake, S 31 1/2 E 22.25 poles to a
stake, S 5 1/4 N 10.4 poles to a stake, S 7 N 12.8 poles to
a stake. S 65 1/4 E 5.85 poles to a rock on the west
side of the Reasons Fork and in a line of the track
purchased by said Thruston from Noah Will and
others May 30th. 1887. Thence down said Fork S 15 E
15.36 poles to a stake S 58 N 16.8 poles to a stake,
S 19 N 5.32 poles to a white-walnut branded "C" at
the side of said Fork and at the mouth of the Sugar
tree hollow a corner to a tract of land purchased by
said Thruston from F. M. Clamston, Thence continuing
down said Reasons Fork, S 59 1/2 N 9.76 poles, S 46 1/2 N
12.5 poles to a buckeye marked "F" on bank of said
Fork S 9 1/2 N 7.28 poles to a walnut marked "J" Thence
S 35 1/2 N 72 poles to a lynn, Thence S 36 3/4 N 48.92
poles to a cucumber near both the first and second
corners of the William Wilson 400 acre patent above
mentioned and corner to the tract of land conveyed
by William Huff and wife to said Thruston, December
4th 1887, thence S 56 1/2 E to the point of beginning.
Seventh: Also all that certain tract or parcel of land
lying on the south side of Big Black Mountain
and bounded and described as follows. Beginning
at a stake which bears S 10 N 7 feet to a sugar tree
also a sugar and oak marked as pointers, the inter-
section of the West line of the Andrew Davis
patent of 1871, for 75 acres extended if necessary
and the North line of the William Wilson 400 acre

survey as originally located for and claimed by
 R. C. B. Thruston and the Interstate Investment
 Company, thence with the said north line of the
 said Wilson Patent 787 $\frac{1}{2}$ N 55 poles with a well
 marked and staked line to the East line of the James
 Green 200 acre patent dated October 16th, 1883 as
 agreed upon by the parties hereto to a stake witnessed
 by the following points, N 9 E 16 $\frac{1}{2}$ feet to a black oak,
 N 4 N 16 $\frac{1}{2}$ feet to a lynn, N 78 E 17 feet to a chestnut,
 and N 39 E 28 feet to a chestnut said stake being
 about the poles east from the top of a spur
 thence S 1 N, (Corrected variation 1901) 31 $\frac{1}{4}$ poles with
 said East line as agreed upon by the parties hereto
 which line is well marked and staked to a stake
 on the north line of the William Wilson patent as
 located by umpire R. A. Ayer and witnessed by the
 following objects, N 88 N 100 feet to the east end
 of a large rock a service tree a sugar tree and
 wahoo or Magnolia, thence with said last mentioned
 line S 88 E 55 poles to a stake, thence N 6 N (now
 by corrected variation 1901, N 4 $\frac{1}{2}$ N) 31 $\frac{1}{4}$ poles to
 the beginning.

To have and to hold unto the said party of the
 second part its successors and assigns forever
 in fee simple absolute.

And the aforesaid Campbell Sloop and C. B. Sloop
 covenant to and with the said party of the second
 part that if they the said Covenantors or either of
 them hereafter obtain or secure any outstanding
 title or claim shall inure to the benefit of
 the second party its successors or assigns
 In testimony whereof the said parties of the

first part have hereto affixed their signatures.

Campbell Sleep.

Nannie B. Sleep.

C. Bascom Sleep.

Commonwealth of Virginia

County of Wise

3rd Sec.

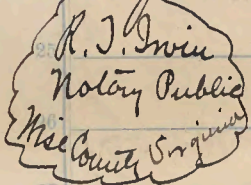
I R. T. Irwin a Notary Public in and for the State and County aforesaid do certify that this Instrument of Writing from Campbell Sleep, Nannie B. Sleep his wife and C. Bascom Sleep dated December 20th 1901, was this day produced to me by the parties and was acknowledged by the said Campbell Sleep and by the said C. Bascom Sleep to be their act and deed, and the contents and effect of the said Instrument being explained to the said Nannie B. Sleep by me separately and apart from her husband she did thereupon declare that she did freely and voluntarily execute and deliver the same to be her act and deed and consented that the same might be recorded.

Given under my hand and Seal of Office this the 27th day of December 1901.

My Commission expires on the 18th day of January 1902

R. T. Irwin

Notary Public.



State of Kentucky

County of Harlan 3rd Sec.

In the Clerk's Office of the County Court of Harlan County Kentucky the foregoing deed from Campbell Sleep et. ux. and C. Bascom Sleep

to the Interstate Investment Company dated
December 20th 1901, was on the 10th day of January
1902 lodged in my said Office for recordation,
and the said deed with the Certificate of Acknowl-
edgment thereto was duly recorded in my said
Office on the 10th day of January 1902 in Deed
Book "N." page 113 et. seq.

H. H. Howard Clerk

By H. C. Rice, D.C.

State of Kentucky
County of Harlan

I H. H. Howard, Clerk of the County
Court for the County and State aforesaid
Certify that the foregoing is a true and correct
copy of a deed from Campbell Slump,
Nathan B. Slump and C. Bascom Slump to the
Interstate Investment Company as appears
of record in my office in Deed Book
N. pages 113 to 118 inclusive

Given under my hand this Nov. 19th 1902.

H. H. Howard Clerk

Campbell Slump &

To { Deeds.

Interstate Investment Co.

"Exhibit 12"

James M. Morris and } Seal
Wm. H. Morris }
To
Wm. Clark

This indenture made this 20th day of October in the year of Our lord 1885, by and between James M. Morris of the County of Scott of the State of Va., and William H. Morris of the County of Harlan State of Ky. of the first part, and William Clark of the County of Harlan State of Kentucky of the second part Witness that the parties of the first part have this day Granted bargained and Sold unto the second part all their interest in a tract of land bought of John Clark by Richard Morris containing two Hundred and fifty acres by deed from said Clark it lying and being in Harlan County on Razors fork of the Clover Fork of the Cumberland River and bounded with the lines of the above named deed for and in consideration of \$15.00 fifteen dollars to each in Hand paid the Receipt whereof is hereby acknowledged and we the parties of the first part will forever warrant and defend the title to the same from the claim of us ourselves Our heirs exicutors and administrators with all and singular the appertanances there unto belonging or in any wise appertaining unto the second part and his heirs forever in testimony where of we have here unto Set our names and Seals the day and date above written.

James M. Morris (SEAL)

William H. Morris (SEAL)

The within acknowledged by James M. Morris and William H. Morris to be each of their own deeds and acts. Given under my hand this Oct. 20 1885. *This part not on deed book.*

W.C.L. Huff, Clerk. H.C.C.
By William G. Dixon D.C.

State of Kentucky, County of Harlan, SS.

I, A.B. Cornett, Clerk of the Harlan County Court certify that the foregoing deed from James M. & W. H. Morris to Wm. Clark was this day produced to me in my office for record the same having been acknowledged before Wm. G. Dixon a Deputy for W.C.L. Huff, Clk. of the Harlan County Ct. in words and figures as follows, to-wit:

The within acknowledged by James M. Morris and Wm. H. Morris to be each of their own deeds and acts. Given under my hand Oct. 20th 1885.

W.C.L. Huff, Clk. By Wm. G. Dixon D.C.
and the same together with this certificate is duly recorded in my office. Given under my hand this 29th day of Feby. 1892.

A.B. Cornett, Clerk.

DBP" pages 713 & 114

Copy (m 13)
Jas M Morris
Wm H. Morris
to
Wm Clark
Ex'd
C.B.S.

"Morris Exhibit 13-"
Filed with the deposition of C.B.
Slump, Dec. 22/02, in suit of
C. Slump v. C. Pardee, et al -
Mayo Cabell, A.P.

THIS DEED made this February 20th, 1901, by and between John W. Morris and Lidia his wife, both of Wise County Virginia, party of the first part, and Campbell Slemp of said state and county, party of the second part,

WITNESSETH whereas by title ~~xx~~ ^{deed} bond or ~~did~~ dated February 3rd 1871 Thomas Morris, one of the twelve children of Richard X. Morris, deceased, sold to the above mentioned John W. Morris his interest in the land of which the said Richard X. Morris ^{or had owned} died seized; which bond or deed was assigned by the said John W. Morris to Joseph K. Olinger; whereas by deed, dated January 26th, 1891, recorded in Harlan County deed book "N" page 552, said Joseph K. Olinger at al conveyed to the said Campell Slemp inter alia said interest in said land;

Now therefore in consideration of one dollar said first parties hereby grant unto said second party any right, title or interest that they may have by reason of the above mentioned facts in the lands in Harlan County Kentucky on the waters of Razors Fork of Cumberland river whereof the aforesaid Richard X. Morris was the owner.

Said first parties/warrant specially the land hereby conveyed.

TO HAVE AND TO HOLD unto said second party, his heirs and assigns, forever in fee simple.

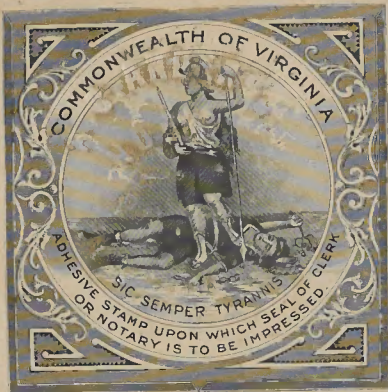
Witness the signatures of the first party

J. W. Morris
L. L. Morris

State of Virginia County of Wise:

A. C. Anderson

I, ~~R. B. Brown~~ a Notary Public in and for the State and County aforesaid do certify that this instrument of writing, dated February 20th, 1901, from John W. Morris and Lidia, his wife, was this day produced to me by the parties, ~~among~~ which was acknowledged by the said John W. Morris to be his act and deed,



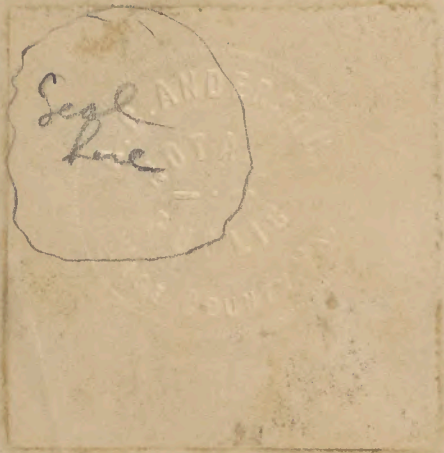
COMMONWEALTH OF VIRGINIA

SIC SEMPER TYRANNIS
ADHESIVE STAMP UPON WHICH SEAL OF CLERK
OR NOTARY IS TO BE IMPRESSED.

and the contents and effect of the instrument being explained to the said Lida Morris by me, serarately and apart from her husband, she thereupon declared that she did freely and voluntarily execute and deliver the same, to be her act and deed, and consented that the same might be recorded.

Given under my hand and seal of office this February 27th 1901. My commission expires 29th day of November, 1903.

A. C. Anderson
Notary Public Wise County, Va.



State of Kentucky
County of Harlan
J. J. S. Skidmore Clerk of The County Court
for the County and State aforesaid Certify that the
foregoing instrument of writing was this day lodged
for record whereupon the same with the foregoing and
this Certificate have been duly recorded in my office
Witness my hand this the 20th day of March, 1901.
J. J. S. Skidmore Clerk
By H. H. Howard DC

R 6

m 101

note 114

Release Deed
Jno W. Morris et ux
to
Campbell Slump

Recorded in Deed Book
N page 445.

"Morris Exhibit 14"

filed with the deposition of
C. B. Slump, Dec. 22/01, in
suit of C. Slump v. C. Pardo, et al
Mayo Cabell, et al

"Dodge Exhibit 15."
filed with the deposition of C. B.
Slump, Feb. 11/03, in suit of
C. Slump v. C. Parden, et al.

Mayo Cabell, A.T.

A. Singleton

GRANT 200 ACRES.

Harlan COUNTY:

EXAMINED AND RECORDED.

Book 102, Page 130

No. 56246

Fee \$ 1.00 Paid

GEO. G. FETTER PRINTING CO., LOUISVILLE.



Luke P. Blackburn

Esq.

GOVERNOR OF THE COMMONWEALTH OF KENTUCKY.

To all to whom these Presents shall come, Greeting:

Know Ye, That by virtue and in consideration of an order from the Harlan Co. Ct. Feb. term 1882

there is granted by the said Commonwealth unto Alexander Singleton

a certain Tract or Parcel of Land, containing two hundred
acres, by survey, bearing date the 14th day of March, eighteen hundred
and eightytwo, lying and being in the County of Harlan beginning on a white
walnut on top of the big black mountain corner to a survey in the name of W. P. Young, thence S. 62 W.
with the top of the mountain 50 poles to a poplar, thence S. 14 E. 640 poles to a stake, thence N.
62 E. 50 poles to a stake, thence N. 14 W. 640 poles to the beginning.

with its appurtenances: To Have and to Hold the said Tract or Parcel of Land with its appurtenances, to the said
Alexander Singleton

and his heirs forever.

IN WITNESS WHEREOF, the said Luke P. Blackburn, Esq., Governor of the Com-
wealth of Kentucky, hath hereunto set his hand, and caused the Seal of the said
Commonwealth to be affixed, at Frankfort, on the 3rd day of July
in the year of our Lord eighteen hundred and eightytwo
and of the Commonwealth the 91

BY THE GOVERNOR:

Luke P. Blackburn

James Blackburn

Secretary of State.

A Copy Attest:

Geo. G. Carter

Auditor.



THIS DEED made this February 25th, 1901, by and between
Wiley G. Morris ^{wife of Wiley G. Morris} and Lidia Morris, his wife, ~~both~~ of Jackson
County, Kentucky, part ~~1st~~ of the first part; and Campbell
Slomp, of Wise County, Virginia, party of the second part.

WITNESSETH WHEREAS by deed dated July 28th, 1891, record-
ed in Harlan County, Ky., deed book "P" p. 316, said Wiley G.
Morris, ~~dec'd.~~ conveyed to John W. Morris the interest of said
Wiley G. Morris in that tract of land in Harlan County, Ken-
tucky, on Razor Fork, which was conveyed by John Clarkston to
Richard ~~X~~ Morris, dec'd., by deed dated January 3rd, 1857,
recorded in Harlan County D. B. "E" p. 26, to which reference
is hereby made; and whereas said Jno. W. Morris et ux. by deed
dated October 7th, 1892, recorded in Harlan County deed book
"P" p. 293, conveyed inter alia said interest in said land to
said Campbell Slomp.

AND WHEREAS the aforesaid Lidia Morris did not join in
the aforesaid deed to Jno. W. Morris.

NOW THEREFORE in consideration of the sum of one dollar
paid to said first parties, ^{she} ~~they~~ do hereby, without warranty
of title, grant, convey, release and quit-claim unto said
second party any right, title or interest that ^{she has} ~~they have~~ in
said above mentioned land.

TO HAVE AND TO HOLD unto said second party, his heirs and
assigns forever in fee simple.

WITNESS the signatures of the said first parties.

^{her}
Lidia Morris
^{mark}

att
C. B. Slomp

State of Kentucky, County of Jackson, to-wit:-

I, Alfred A. Gambill, ^{a Notary} Clerk of the County ~~and State~~ ^{of the County} ~~of Jackson County, Kentucky, by~~ ^{Public in and on the County}

deputy clerk of said court, hereby certify that the foregoing deed from Wiley G. Morris ^{Morris wife of Wiley G. Morris} and Lidia, his wife, was this day in my said county produced to me by the said parties, and was this day by said Wiley G. Morris and by said Lidia Morris ~~re-~~ spectively acknowledged to be the act and deed of said parties.

^{My Commission expires March 3rd 1904}
Given under my hand this 4 day of March, 1901.

Alfred A. Gambill ~~Clerk~~

~~Notary~~ Notary Public J. B. C.

State of Kentucky, County of Harlan, to-wit:-

In the Office of the Clerk of the County Court of Harlan County, Ky., the foregoing deed from Wiley G. Morris and Lidia Morris, his wife, to Campbell Slemph, dated February 25th, 1901 was on the 13 day of March, 1901, lodged in my said office for record, and the said deed with the certificate of acknowledgment ^{thereof} was duly recorded in my said office on the 13 day of March, 1901.

J. F. Slemph Clerk.

By H. H. Howard, D. C.

R 11

M 17

N 106

Deed
Wiley G. Morris et ux
to

C. Slomp

"Morris Exhibit 17."

filed with the deposition of
C. B. Slomp, Dec. 22/01, in suit
of C. Slomp vs. C. Parde, et al.
Mayo Cabell, A.P.

Recorded in deed
Book 11 page. 439.

day of _____, 1901.

subscribed and duly recorded in my said office on the _____
office for record, and the said deed with the certificate of
was on the _____ day of _____, 1901, lodged in my said
Morris, his wife, to Campbell Slomp, dated February 25th, 1901
County, Ky., the foregoing deed from Wiley G. Morris and Lizzie
In the Office of the Clerk of the County Court of Harlan
State of Kentucky, County of Harlan, to-wit:-

Clerk of Jackson County, Kentucky, to-wit:-
State of Kentucky, County of Jackson, to-wit:-

THIS DEED made this February 25th, 1901, by and between
Elias Morris and Elizabeth Morris, his wife, both of
Breathitt
~~Perry~~ County, Kentucky, parties of the first part; and Camp-
bell Slomp, of Wise County, Virginia, party of the second part

WITNESSETH WHEREAS by deed dated July 28th, 1891, record-
ed in Harlan County deed book "P" p.316, said Elias Morris,
with others, conveyed to Jno. W. Morris the interest of said
Elias Morris in and to certain land in Harlan County, Kentucky
on waters of Razor's Fork, being the same land conveyed by
John Clarkston to Richard ~~M~~. Morris by deed dated January 3rd,
1857, recorded in Harlan County, Ky., deed book "E" p. 26, to
which reference is hereby made;

AND WHEREAS by deed dated October 7th, 1892, recorded in
Harlan County, Ky., deed book "P" p.293, said Jno. W. Morris,
et ux. conveyed said interest inter alia to Campbell Slomp;

AND WHEREAS the aforesaid Elizabeth Morris, wife
of said Elias Morris, did not join in the execution of said
deed to Jno. W. Morris:

THEREFORE in consideration of one dollar this day paid to
said first parties, they do hereby grant, convey, release and
quit-claim, without warranty, unto said second party any right
title, or interest that said first parties, or either of them,
have in said land.

TO HAVE AND TO HOLD unto said second party, his heirs and
assigns, forever in fee simple.

WITNESS the following signatures of said first parties.

Attest
J. W. Slomp
C. B. Slomp

Elias ^{his} Morris
Elizabeth ^{wife} Morris

State of Kentucky, County of Perry, to-wit:-

I, S. S. Jaulbee, Clerk of the County Court
of ~~Perry~~ ^{Breathitt} County, Kentucky, by Joseph G. Stidham
deputy clerk of said court, do hereby certify that the forego-
ing deed from Elias Morris and Elizabeth Morris, his
wife, was this day produced to me by the parties, and was this
day in my county aforesaid acknowledged by both said Elias
Morris and Elizabeth Morris to be their act and deed.

Given under my hand this 8th day of March, 1901.

S. S. Jaulbee Clerk.

By Joseph G. Stidham D. C.

State of Kentucky, County of Harlan, to-wit:-

In the Office of the Clerk of the County Court of Harlan
County, Ky., the foregoing deed from Elias Morris and Elizabeth
Morris, his wife, to Campbell Slemph, dated the 25th day of
February, 1901, was on the 13 day of March, 1901,
lodged in my said office for record, and the said deed with
the certificate of acknowledgment was duly recorded in my said
office on the 13 day of March, 1901.

J. F. Brimmer Clerk.

By A. H. Leonard D. C.

By _____ D. C.

Clerk.

Office on the _____ day of _____, 1801.
the certificate of acknowledgment was duly recorded in my said
logbook in my said office for record, and the said deed with
testimony, 1801, was on the _____ day of _____, 1801,
Morris, his wife, to Campbell Stump, dated the 22th day of
County, Ky., the foregoing deed from Eliza Morris and
In the Office of the Clerk of the County Court of Harlan
State of Kentucky, County of Harlan, to-wit:-

M 18

Elias Morris et ux
Dated
C. Stump

"Morris Exhibit 18."
filed with the deposition of C. B.
Stump, Dec. 22/01, in suit of
C. Stump v. C. Pardu et al
Mayo Cabell, Jr.
Recorded in Deed
Book 22 page 436.

_____ D. C.

Clerk.

_____ 1801.

Morris and
deed from Eliza Morris and
also, was this day
the deed from Eliza Morris and
deputy clerk of said court, do hereby certify that the foregoing
of Harlan County, Kentucky, by _____,
I, _____, Clerk of the County Court
State of Kentucky, County of Harlan, to-wit:-

THIS DEED made this 25th day of February, 1901, by and ^{*the wife of Anthony Morris*}
between ~~Anthony Morris and Rebecca Morris, his wife,~~ and Peggy
^{*(or Margaret)*} Morris, widow, parties of the first part; and Campbell Slempp,
party of the second part.

WITNESSETH WHEREAS the aforesaid Anthony Morris is one of
twelve children and heirs at law of Richard Morris, decd; and
whereas the aforesaid Peggy ^{*or Margaret*} Morris is the widow of Elias Mor-
ris, decd., who was also a son of said Richard Morris, decd;
and whereas by deed dated July 28th, 1891, (recorded in Harlan
County, Ky., deed book "P", p. 316) said Anthony Morris (along
with Wiley G. Morris and Elias Morris) conveyed to Jno. W.
Morris his interest in certain land in Harlan County, Kentucky
on the waters of Razor Fork, and being the land conveyed by
John Clarkston to Richard Morris by deed dated January 3rd,
1857, recorded in Harlan County, Ky., D. B. "E", p. 26, to
which reference is hereby made; and whereas said interest in
said land became vested in said second party by deed from Jno.
W. Morris, et ux., recorded in Harlan County, Ky., deed book
"P", p. 293.

AND WHEREAS the aforesaid Rebecca Morris, wife of said
Anthony Morris, did not join in said deed;

AND WHEREAS said Peggy ^{*or Margaret*} Morris has never conveyed such
interest as she may have in said land:

NOW THEREFORE in consideration of one dollar paid to said
first parties, they do hereby grant, convey, release and quit-
claim, without warranty of title, unto said Campbell Slempp,
any right, title or interest in the aforesaid land that is or
may be vested in said first parties, or any of them.

TO HAVE AND TO HOLD unto said second party, his heirs and assigns, forever in fee simple.

WITNESS the following signatures of said first parties.

attest

Wesley Morris

attest

John Davidson

Rebecca ^{her} Morris

Margaret ^{mark} Morris

State of Kentucky, County of ^{Breathitt} ~~Perry~~, to-wit:-

I, S. S. Taulbee, Clerk of the County

Court of ^{Breathitt} ~~Perry~~ County, Kentucky, by Joseph G. Stidham

deputy clerk of said court, hereby certify that the foregoing deed from Anthony Morris and Rebecca Morris, ^{the wife of Anthony Morris} ~~his~~ wife, and

^{Margaret} Morris to Campbell Slep, dated February 25th, 1901, was this day produced to me ^{in my county of Breathitt} by the parties, and said Anthony Morris, ^{the wife of Anthony Morris} ~~his~~ wife, and ^{Margaret} Morris each this day acknowledged the same to be their respective act and deed.

Given under my hand this 8th day of March 1901.

S. S. Taulbee Clerk.

By

Joseph G. Stidham D. C.

State of Kentucky, County of Harlan, to-wit:-

In the Office of the Clerk of the County Court of Harlan County, Ky., the foregoing deed from Anthony Morris and Rebecca Morris, his wife, and Peggy Morris, widow, to Campbell Slep, dated February 25th, 1901, was on the 13 day of March 1901, lodged in my said office for record, and the said deed with the certificate of acknowledgment ^{thereto attached} was duly recorded in my said office on the 13 day of March, 1901.

By

J. H. Stidham clerk.
A. H. Howard D. C.

Anthony Morris
+ wife

10 of Dec

Campbell Lucas

"Morris Exhibit 21"

filed with the deposition of C. B.
Slump. Dec. 22/02, in suit of
C. Slump v. C. Parsons, et al
Mayo Cabell, et al

Recorded in deed

Book 12 page 440.

THIS DEED made this February 25th, 1901, by and between Richard Pearl Morris and Margaret, his wife, Lidia Hodge, widow, and Jacob Kimberling and Nelly or Ellender, Kimberling his wife, all of Lee County, Virginia, parties of the first part; and Campbell Slomp, of Wise County, Virginia, party of the second part.

WITNESSETH WHEREAS the aforesaid Richard Pearl Morris and Lidia Hodge are children of Richard P. Morris, decd., and said Ellender or Nelly Kimberling is the widow of said Richard P. Morris, and was on August 8th, 1884, the wife of _____ Clark;

AND WHEREAS by deed dated August 8th, 1884, recorded in Harlan County, Ky., deed book "P" p. 112, said Richard Pearl Morris, Lidia Hodge and her late husband, Wm. Hodge, and said Ellender or Nelly Kimberling then Nelly Clark, conveyed, or intended to convey, to William Clark all the interest of said grantors in land in Harlan County, Kentucky, on the Big Black Mountain side of Razor Fork, formerly owned by Richard P. Morris, decd.;

AND WHEREAS the certificate of acknowledgment of Lidia Hodge to said deed may be open to objection on the ground that it shows the date of said acknowledgment only by inference;

AND WHEREAS said Ellender or Nelly Clark's husband did not join her in the execution of said deed;

AND WHEREAS Richard P. Morris, decd., once owned by equitable title a small parcel of land, part of the Wm. Wilson 400 acre survey, lying on south east or Middle Ridge side of Razor

Fork, now belonging to said Campbell Slomp.

NOW THEREFORE in consideration of the premises, and of the sum of one dollar paid, said first parties do hereby grant release and quit-claim unto said second party, without warranty of title, any right, title, or interest that said first parties have in and to all the land in Harlan County, Kentucky on the north and west, or Big Black Mountain side of Razor's Fork, ever owned by Richard P. Morris, deed.; and also any land ever owned by said Richard P. Morris, deed., south or

east of said Razor Fork and within the Wm. Wilson 400 acre

survey. *including the following boundary. Beginning at a Beech the beginning corner of the Wm. Wilson 400 acre survey then 457 1/2 E 8 poles to a corner of the same then 457 1/2 S 8 poles to a corner of the same then 457 1/2 W 8 poles to a corner of the same then 457 1/2 N 8 poles to the beginning corner of the same. This is the boundary of the 400 acre survey. The last line of the John Clarkston 50 acre survey + with a line of same N 38 E W about 16 poles to the Razor Fork then down the assigns, forever in fee simple. Said second party - his heirs & assigns forever in fee simple.*

WITNESS the following signatures and seals of said first parties.

her
Lydia X *Hodge* (SEAL)

hus
Jacob *Seibert* (SEAL)

was
Ellender X *Kennel* (SEAL)

him R
R. P. *Morris* (SEAL)
mark

her
Margaret X *Morris* (SEAL)
mark

Virginia, Lee County, to-wit:-

I, E. M. Cooper, a notary public in and
for the state and county aforesaid, hereby certify that the
foregoing deed, dated February 25th, 1901, from Richard Pearl
Morris and wife Margaret Morris, et al., was this day produced
to me by the parties, which was acknowledged by the said Rich-
ard Pearl Morris to be his act and deed; and the contents and
effect of this instrument being explained to the said Margaret
Morris by me, separately and apart from her husband, she there-
upon declared that she did freely and voluntarily execute and
deliver the same to be her act and deed, and consented that
the same might be recorded.

Given under my hand and ^{official seal.} this the 15 day
of November, 1901. My commission expires 10 day
of July, 1903



E. M. Cooper N. P.

Virginia, Lee County, to-wit:-

I, L. D. Bailey, a notary public in and
for the state and county aforesaid, hereby certify that the
foregoing deed, dated February 25th, 1901, from Richard Pearl
Morris, et ux., Lidia Hodge and Jacob Kimberling
and Ellender or Nelly, his wife, was this day produced to me
by Lidia Hodge and Jacob Kimberling and Nelly

Virginia, Lee County, to-wit:-

I, B. M. Morgan, Clerk of the County Court of Lee County,
Virginia, by L. T. Hyatt, deputy clerk of said court, do cer-
tify that this instrument of writing from Richard Pearl Morris
and wife Margaret Morris, et al. was this day produced to me
by the said Richard Pearl Morris



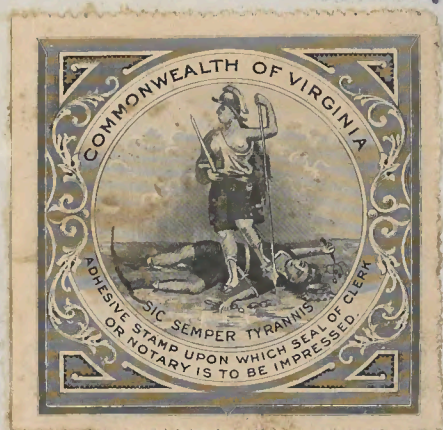
L. T. Hyatt

Forat Kinsberling

Forat Kinsberling

or Ellender Kimberling which was acknowledged by
Jacob Kimberling and Lydia Modge, to be their act
-1900 of and deed; and the contents and effect of the instrument being
explained to the said Ellender or Nally and Kimberling
on of Byrne, separately and apart from her husband, she thereupon
declared that she did freely and voluntarily execute and de-
liver the same to be her act and deed, and consented that the
same might be recorded.

Given under my hand and official seal, this the 20 day
of August, 1901. My commission expires 14
day of May, 1906.



L. D. Bailey N. P.

State of Kentucky, County of Harlan, to-wit:-

In the Office of the Clerk of the County Court of Harlan
County, Ky., the foregoing deed from Richard Pearl Morris, and
others, to Campbell Slem, dated February 25th, 1901, was on
the 21st day of December, 1901, lodged in my said
office for record, and the said deed with the certificates of
acknowledgment ^{there attached} was duly recorded in my said office on the 8th
day of January, 1902.

R. P. Howard Clerk.

By H. C. Rice D. C.

Virginia, Lee County, to-wit:-

I, B. M. Morgan, Clerk of the County Court of Lee County,
Virginia, by L. T. Hyatt, deputy clerk of said court, do cer-
tify that this instrument of writing from Richard Pearl Morris
and wife Margaret Morris, et al. was this day produced to me
by the said Richard Pearl Morris

M 24

Richard P. Morris ^{et al}

To } Release Deed

Cumprice Slump

Lodges for record and tax
paid Dec, 31" 1901,

J. F. Skilmon Clk
By J. S. Ward D.C.

Recorded in Deed Book 20,
Pages 105, 106 & 107 Jan'y 8 1902

"Morris Exhibit 24"

filed with the deposition of C. B.
Slump, Dec. 22/01, in suit of
C. Slump v. C. Pardo, et al.

Mayo Cabell, Atty.

THIS DEED made and entered into this the 17 day of February, 1902, by and between Nacy W. Morris and Louisia Morris, his wife, of Jackson County, Kentucky, parties of the first part, and Campbell Slemp, of Big Stone Gap, Virginia, party of the second part.

WITNESSETH: That for and in consideration of \$ 25.00, cash in hand paid, the receipt of which is hereby acknowledged, the said parties of the first part do hereby grant, bargain, sell and convey unto the said party of the second part all of that certain right, title and interest which was conveyed to the said Nacy W. Morris by Sallie Jane Hayes and Samuel Hayes, her husband, by deed dated January 31st, 1902, recorded in Harlan County, Kentucky, D. B. " W ", page 160, in and to the following described real property, to-wit:

Lying and being in the County of Harlan, State of Kentucky, on Reasor's Fork of the Clover Fork of the Cumberland River, adjoining or near the land of Elias Morris, deceased, and the land of William Wilson, deceased, this being the same tract of land conveyed by John Clarkston to Richard Morris by deed from said Clarkston to said Morris recorded in the Clerk's Office of the Harlan County Court, and reference to said deed is hereby made for a more definite description of said land; said tract of land contains 250 acres, more or less, and the interest of the said Sallie Jane Hayes which was conveyed to the said Nacy W. Morris was her entire interest in an undivided one-twelfth part in and to said land, the intention of this deed being to convey and transfer to the said C. Slemp all the right, title and interest which the said first parties acquired by the aforesaid deed of Sallie Jane Hayes and Samuel Hayes, her husband, to the said Nacy W. Morris.

And the said parties of the first part covenant to and with the said party of the second that they are seised in fee simple of the interest hereby conveyed, and have a right to convey the same; that they have done no act to incumber said land; and that they will warrant generally the title hereby conveyed.

TO HAVE AND TO HOLD unto the said party of the second part, his heirs and assigns, in fee simple.

(2)

WHEREUNTO WITNESS the following signatures, this the day and
year first above written:

att Lee Powell.

Nacy W. Morris

Louisia + Morris

State of Kentucky)
County of Jackson) Set:

I, Alfred A. Gambill a notary public in and
for the County aforesaid in the State of Kentucky, do certify that
the foregoing deed from Nacy W. Morris and wife to C. Slomp, dated
17th day of February, 1902, was this day produced to me in my County
aforesaid by the parties, and was acknowledged by the said Nacy W.

Morris and Louisia Morris, his wife, each, to be their
act and deed. all of which is here by certified to the clerk of Harlan
County Ky to place the same on record
Given under my hand ^{and official seal} this the 17 day of February, 1902.

my Commission expires March 3-1904

Alfred A. Gambill
Notary public Jackson Co Ky

STATE OF KENTUCKY: County of Harlan, to-wit:

In the office of the Clerk of the County Court of Harlan County,
Kentucky: The foregoing deed from Nacy W. Morris and Louisia Morris,
his wife, to Campbell Slomp, dated 17 day of February, 1902, was
on the 20 day of February, 1902, lodged in my office for
recordation, and the said deed with the certificate of acknowledgment
attached and this certificate was duly recorded in my said office
on the 20 day of February, 1902.

H. H. Howard Clerk.

By _____ D.C.

M 26

Nacy W. Morris

to Deed

Campbell Slump

Recorded in deed Book
"H" page 189-

"Morris Exhibit 26-"
filed with the deposition of C. B.
Slump, Dec. 22/02, in suit of
C. Slump v. C. Pardo, et al -
Mayo Cabell, Atty

THIS DEED, made and entered into this the 30th. day of October, 1902, by and between Nacy W. Morris and Louisa Morris, his wife, of Jackson County, Kentucky, parties of the first part, and Campbell Slemp, of Big Stone Gap, Virginia, party of the second part.

WITNESSETH: That for and in consideration of One Dollar (\$1.) cash in hand paid, the receipt of which is hereby acknowledged, and other valuable consideration, the said parties of the first part do hereby Grant, Bargain, Sell and Convey, with covenants of SPECIAL WARRANTY, all of their right, title and interest in and to a certain tract of land, situated in Harlan County, Kentucky, on the waters of the Reasor's Fork of the Clover Fork of the Cumberland River, which is fully described in a certain deed from Campbell Slemp and Nannie B. Slemp, his wife, and C. Bascom Slemp, all of Big Stone Gap, Virginia, parties of the first part, and Calvin Pardee, of Philadelphia, Pennsylvania, party of the second part, which deed is dated the 31st. day of December, 1901, and intended to be placed of record in the County Court Clerk's Office of Harlan County, Kentucky, and reference to said deed is hereby made for a more particular description of the exterior lines of the said tract of land, the tract of land referred to being the second tract of land mentioned and described in the aforesaid deed, and being the boundary of land which is located on the South side of Big Black Mountain, and the North side of the said Clover Fork of Cumberland River, it being the intention of this deed to convey, release and quit-claim to the said party of the second part all the right, title and interest of the said parties of the first part within the exterior lines of the aforesaid boundary of land conveyed by said C. Slemp, et al, to said C. Pardee, whatever such interest may be, and nothing more; and nothing is conveyed or released in said Harlan County outside of the exterior lines of the aforesaid deed from said Slemp, et al, to said Pardee.

TO HAVE AND TO HOLD unto the said party of the second part, his heirs and assigns, in fee simple.

WHEREUNTO WITNESS the following signatures, this the day and
year first above written:

Attest.
Wm. R. R. R. R. R.

Nacy W. Morris
Louisa + Morris
her
mark,

State of Kentucky)
County of Jackson) Sct:

I, M. C. Cope, a Deputy for J. F. Engle,
Clerk of the County Court for Jackson County, Kentucky, do certify
that this instrument of writing from Nacy W. Morris and wife Louisa
to Campbell Slem, dated 30th. day of October, 1902, was this day
produced to me by the parties in my county aforesaid, and was
acknowledged by the said Nacy W. Morris and Louisa Morris his wife
to be their act and deed in due form of law.

Given under my hand this the 30 day of October, 1902.

J. F. Engle Clerk.
By M. C. Cope Deputy.

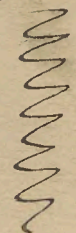
State of Kentucky)
County of Harlan)

I H. H. Howard Clerk of the County Court
for the County and State aforesaid, Certify that the
foregoing Instrument of Writing was this day lodged
for record, Whereupon the same with the foregoing
and this Certificate hath been duly recorded in
my office.

Given under my hand this 18 day of Nov. 1902.
H. H. Howard Clerk

m 29

Nacy W. Morris, et ux

To  Deed

Campbell Slump—

Recorded in Deed Book
No. 3. pages 172-3-4

"Morris Exhibit 29—"

filed with the deposition of C. B.
Slump, Dec. 22/02, in suit of
C. Slump v. C. Parden, et al—

Mayo Cahill, et al—

This Deed of Conveyance made
& entered into this the 30th day of
September 1895 between Camp-
bell Slump and Wannie B. Slump
his wife of the County of Lee & State
of Virginia parties of the first
part and Campbell, B. Slump
of the aforesaid County & State
party of the second part, witness
-eth that for & in consideration
of the sum of one hundred and
five dollars in hand paid the
receipt of which is hereby ac-
-knowledge, the aforesaid first
parties do grant, bargain, sell
& convey unto the aforesaid
second party a one half un-
-divided interest in a certain
tract or parcel of Land situated
on Razors Fork of the lower Fork
of Cumberland River in the Coun-
-ty of Harlan & State of Kentucky
& conveyed to the said C. Slump
by E. C. Blair & Mary his wife
by Deed bearing date May 16-1891
& recorded in the Clerks Office of
Harlan County Ky, also ~~the~~ ^{half} the inter-
-est conveyed to the said C. Slump by

Nancy W. Morris by Deed bearing
date January 20-1891 and recor-
ded in the clerks office of Harlan
County Ky, also a one half interest
in the land conveyed to the said C.
Slump- by Joseph Olinger and
Nancy J. Olinger his wife, P. B.
Wallace & Susanna his wife by
Deed bearing date January 26-1891
& recorded in the clerks office of
Harlan County Ky also half
interest in the land conveyed to
the said C. Slump by William
Clarkston & wife Martha
by Deed dated April-30-1895 except
the part already conveyed to Harman
Clarkston. The Deeds to which are
of record in Harlan County Clerks
office Ky. ^{also half interest in tract conveyed} The intention of this
instrument is to make the said
C. B. Slump an equal partner
in the foregoing lands with the
said C. Slump. The foregoing
interests was purchased by
said C. Slump independent
of the conveyance from Francis
Clarkston & wife to the said
C. Slump & William Huff

to C. Slump- by

W. S. Rice & wife overvesta on 14th March 1895

which was Huff conveyed to the
said C. B. Slump - To have and
to hold unto the said C. B. Slump
with covenants of special war-
ranty, forever - In testimony
whereof we have hereunto sub-
scribed our names & affixed
our seals this the day and
date above written -

All the foregoing deeds are referred
to for description of the same

C. B. Slump

Mannie B. Slump

Virginia, Wise County, to wit; -

J. R. P. Barrow a Notary Public,
in and for the county and state afore-
said, do certify that C. Slump and
Mannie B. Slump, his wife, whose names
are signed to the foregoing writing
beginning date the 30th day of September 1895,
have acknowledged the same before
me in my county aforesaid. Given
under my hand and official seal
this 30th day of Sept, 1895.

R. P. Barrow, N. P.

State of Kentucky

County of Harlan 3 Oct

I A. B. Cornell Clerk of the Harlan

County Court to certify that the foregoing deed was this day produced to me in my office for record whereupon same together with the foregoing and this certificate has been duly recorded in my office.

Given under my hand this 26th day of March 1896.

A.B. Conette *clerk*

m 30

C. Slump & Co

No 3 Deeds

Cornell B. Slump

"Morris Exhibit 30"

filed with the deposition of C. B. Slump, Dec 22/92, in suit of C. Slump v. C. Pardee, et al
Mayo, Cahill, et al

Recorded in Deed Book

"Page 638 R"

For printing	1.25
State tax	50
2 Ex. Taxes	50
	<u>\$2.25</u>

This Deed of Conveyance made and entered into this the 14th day of March 1895 between J. S. Rice and Vernesta Rice his wife of the County of Harlan and State of Ky parties of the first part and Campbell Slump of the County of Lee & State of Virginia party of the second part, witnesses that for and in consideration of the sum of forty dollars in hand paid the receipt of which is hereby acknowledged the aforesaid first parties do grant, bargain sell and convey unto the aforesaid second party with covenants of special warranty all their right title & interest in a certain tract or parcel of land situated on the Razors Fork of the Clover Fork of Cumberland River on the Rockhouse Branch in the County of Harlan & State of Ky the same being the land which Thomas H. Clarkston & Nancy his wife conveyed to Vernesta Rice by deed bearing date March the 14th 1892 & recorded in the County Court Clerks office in Deed Book 20 pages 100 & bounded & described as follows. Beginning on three maples on the west bank of the Rockhouse Branch about 30 poles below where J. S. Rice now lives, then southerly about 20 poles to two maples on the point of Bull Cove ridge about two poles below a ledge of Rocks just below the graveyard then up the top of said

ridge to a west line of a 75-acre survey
in the name of T. H. Clark then with said
line to the Rockhouse branch and with said
line 30 poles to a stake on said line
then a straight line to the beginning con-
taining forty acres more or less - This land
is sold by the boundary & not by the acre
To have and to hold unto the said C. Slump his
heirs & assigns forever - The poplar trees
which the said first parties conveyed to
R. W. & W. Cornell are not conveyed in this
deed - witness the following signatures and
seals this the day & date above written

J. S. Rice his mark + seal
Nerveta Rice his mark + seal

I A. S. Harley Notary Public for
the County of Harlan
And State of Ky. Certify
that the foregoing deed of
conveyance from J. S. Rice
and Nerveta Rice his wife
to Campbell Slump was on
the 21st day of March 1895
produced to me in said county
and acknowledged before
me by J. S. Rice and Nerveta Rice
his wife parties grantors thereunto
to be their act and deed

Given under my hand
this 21st day of March 1895
A. S. Harley N. P. & C.

State of Kentucky }
County of Harlan } set
J. A. B. Cornett Clerk
of the Harlan County Court

I certify that the foregoing deed
to and within deed was this day
lodged in my office for record
where upon same together with
the foregoing and this certificate
has been duly recorded in my
office

Given under my hand this
10th day of May 1895

J. A. B. Cornett

m 33

J. S. Rice

To } Deed

Cambell Slump

"Morris Exhibit 33"

Filed with the deposition of C. B.
Slump Dec. 22/07, in suit of
C. Slump v. C. Pardy, et al
Mayo Cabell, et al

Recorded in Deed

Book "P" page 546

Tax fee 125

This indenture made this 8th day of August in the year of Our
 lord 1884 by and between Richard P. Morris William Hodge Lyda Hodge
 his wife and Nelly Clark heirs of Richard P. Morris Deceased Part~~ies~~
 of Leecounty Va. and Part of Harlan County, Ky. parties of the first
 part and William Clark of the County of Harlan State of Ky. of the
 other part witness that the parties of the first part have this day
 granted bargained and Sold unto the Second part all our ^{interest} ~~interest~~
 in the tract of land owned by said Morris on the Big Black Side of
 Razors fork for and in consideration of the sum of \$15.00 for each
 Share it lying and being in Harlan County on the waters of the
 Clover Fork of the Cumberland River and bounded with the lines of
 said tract of land and we the parties of the first part will for-
 ever warrant and defend the said intrusts of land unto the Said
 William Clark and his heirs forever against the claim of us ourselves
 our heirs and all other persons in anywise claiming unto it in testi-
 mony whereof we have hereunto set our names & Seals the day and date
 above written.

his		
Richard X P. Morris	(SEAL)	
mark		
William X Hodge	(SEAL)	
mark		
her		
Lyda X Hodge	(SEAL)	
mark		
her		
Nelly X Clark	(SEAL)	
mark		

The within acknowledged by Richard P. Morris William Hodge and
 Lyda Hodge and Nelly Clark in due law form to be each of their own
 deeds and acts. Given under my hand this August 8th 1884.

W.C.L. Huff Clerk, by ^{G.} Wm. Dixon D.C.
 ^

State of Kentucky, (
 (SS.
 County of Harlan, (

I, A.B. Cornett, Clerk of the Harlan County Court do
 certify that the foregoing deed from Richard P. Morris and others to
 William Clark was this ^{day} ~~day~~ lodged in my office for record; the
 same having been acknowledged before William G. Dixon a Deputy for
 W.C.L. Huff Clerk of the Harlan County Court in words and figures

as follows to-wit:

"The within acknowledged by Richard P. Morris, William Hodge, Lyda Hodge and Nelly Clark in due form of law to be each of their own deeds and acts. Given under my hand this August 8th 1884.

W.C.L. Huff, Clerk,

By William G. Dixon, D.C."

and same together with this certificate is duly recorded in my office
Given under my hand this 29th day of February 1892.

A.B. Cornett, Clerk,

By H.C. Rice D.C.

DB "P" page 112

Coby
Seed

m -

R P Morris
Wm & Lydia Hodge
Nelly Clark
to
Wm Clark

To be End

"Morris Exhibit 36"

Filed with the deposition of C. B.
Slump, Feb 11/03, in suit of
C. Slump v. C. Parde, et al
Mayo Cahill, et al

C. B. S.

Nancy H. Morris &
To } recd.
C. Slump. }

This deed made this 20th day of January 1891
by and between Nancy H. Morris and Louisa
his wife of Jackson County State of Kentucky
parties of the first part and Campbell Shump of
Lee County and State of Virginia party of the
second part: Witnesseth: That for and in con-
sideration of the sum of ten dollars cash in
hand paid The receipt of which payment is hereby
acknowledged the parties of the first part do grant
bargain ~~and~~ sell and convey with covenants of
Special warranty The following a certain tract or
parcel of land to-wit: One half part which is $\frac{1}{2}$ in-
terest undivided in a tract of land owned by Richard
Morris heirs and bought of John Clarkston by said
Richard Morris Deed and described as follows lying
in Harlan County, Ky. on Razors Fork of the Clover
Fork of Cumberland River for more particular des-
cription of said land reference is hereby made
to a deed from John Clarkston to Richard Morris
and recorded at The Clerk's Office of Harlan Co. Ky.
and estimated by said deed to contain 200 acres
more or less and the parties of the first part for
the above consideration release and quit claim
all the right title and interest that they have in
the undivided one part or $\frac{1}{2}$ part of said land
and the parties of the first part warrant for
themselves and their heirs only and those claiming
under us.

Witness our hands and seals This day and date

The original of this instrument was this day presented to me in the presence and witness of the grantor Mary W. Morris and upon comparison of it and original with the record herein to is found correctly recorded herein; that Mary W. Morris in line 2 should read "Mary W. Morris" and Mary Morris in Clerk's certificate of acknowledgment should read "Mary Morris" and Mary Morris in my name this 16th day of August 1894 J. F. [unclear]

51 (ms -)
Nacy H. Morris &c

To

C. Slump.

Ex'd
C. B. S.

"Morris Exhibit 37"

Filed with the deposition of C. B.
Slump, Feb. 11/03, in suit of
C. Slump v. C. Pardo, et al -
Mayo Cabell, Atty.

S. B. Buckner, Esq.,

Governor of the Commonwealth of Kentucky.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING.

KNOW YE, That by virtue and in consideration of an order from the Harlan County Court dated July 21st 1887. and part of another order from said Court dated July 15th 1887.

there is granted by ~~the~~ said Commonwealth unto *Campbell Slemp*

a certain TRACT OR PARCEL OF LAND, containing one hundred acres, by survey, bearing date the 27th day of July, one thousand eight hundred and eighty seven, lying and being in the County of Harlan on the South side of the Big Black mountain on the waters of Razors fork of the Clover fork of the Cumberland river and is bounded as follows:.

Beginning at a sarvice and two Chestnuts on a line of the Wilson Survey, thence N 10 W 76 poles to an ash thence N 70 W 185 poles to a maple and Chestnut near the top of the mountain thence S 17 E 146 poles to a stake at the end of the 335 pole call of the Wilson survey thence East with said line 141 poles to the Beginning
Registered August 8th 1887.

with its appurtenances: TO HAVE AND TO HOLD the said Tract or Parcel of Land, with its appurtenances, to the said

Campbell Slemp

and his heirs forever.

IN WITNESS WHEREOF, the said *S. B. Buckner*, Esq., Governor of the Commonwealth of Kentucky, hath hereunto set his hand, and caused the Seal of the said Commonwealth to be affixed, at Frankfort, on the 20th day of January in the year of our Lord one thousand eight hundred and eighty eight, and of the Commonwealth the ninety sixth *S. B. Buckner*

BY THE GOVERNOR:

Geo M. Adams Secretary of State.

Campbell Slump has a Title to the within Tract of Land.

R. L. O.

W. P. Woodwell

C. S. Pat. Exd
CBS

Campbell Slump

GRANT 100 ACRES.

Warren COUNTY.

Ex. "C. Slump patent" filed with the
deposition of C. B. Slump, Dec. 22/02
in suit of C. Slump v. C. Pardy,
Mayo, Cabell, et al

EXAMINED AND RECORDED.

Book 109. Page 372

No. 60952

S. B. Buckner, Esq.,

Governor of the Commonwealth of Kentucky.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING.

KNOW YE, That by virtue and in consideration of part of an order from the Harlan County Court dated September 19th 1887

there is granted by ~~the~~ said Commonwealth unto Emma M. Slemph

a certain TRACT OR PARCEL OF LAND, containing one hundred and twenty acres, by survey, bearing date the 23rd day of September, one thousand eight hundred and eighty seven, lying and being in the County of Harlan on the lower fork of the Cumberland river and bounded as follows to wit:

Beginning on a maple standing on top of the Big Black Mountain near the head of Lowders Creek N 47° 14' poles to a stake thence North 40 poles to a water oak, thence S 82° 29' poles to a maple and chestnut, thence S 26° 28' poles to a water oak, thence S 83° 6' poles to a double chestnut standing on top of a ridge, thence S 5° 20' poles to a chestnut oak, thence S 50° 23' poles to a chestnut oak, thence S 22° 16' poles to a chestnut, thence S 5° 13' poles to a chestnut, thence S 49° 10' poles to a stake in the Rock-horse creek, thence South 70 poles to a stake, thence S 10° 40' poles to a stake, thence West 40 poles to a stake on top of the ridge between Jacobs branch and Razors fork, thence N 14° 14' poles to a stake, thence N 76° 05' poles to a stake, thence N 44° 14' poles to a stake, thence N 80° 14' poles to the beginning.

Registered November 1st 1887

with its appurtenances: TO HAVE AND TO HOLD the said Tract or Parcel of Land, with its appurtenances, to the said Emma M. Slemph and her heirs forever.

IN WITNESS WHEREOF, the said

S. B. Buckner, Esq., Governor

of the Commonwealth of Kentucky, hath hereunto set his hand, and caused the Seal of the said

Commonwealth to be affixed, at Frankfort, on the 27th day of April

in the year of our Lord one thousand eight hundred and eighty eight, and of the

Commonwealth the ninety sixth

BY THE GOVERNOR:

S. B. Buckner

Geo. M. Adams

Secretary of State.

has a Title to the within Tract of Land.

R. L. O.

Emma M. Slump

W. P. Robertson

(E. M. S. Pat) Excd
CBS

Emma M. Slump

GRANT 120 ACRES.

Harlan COUNTY.

Exhibit "E. M. Slump Patent"
filed with the deposition of C. B.
Slump, Dec. 22, 1872, in suit of
C. Slump v. C. Parden, et al
Mayo Cabell, et al

EXAMINED AND RECORDED.

Book 110, Page 16

No. 161153

Lee Circuit Court

C. Slemp,

v.

Memo. for Clerk

C. Pardee, et al,

C. B. Slemp

C. Slemp against C. Pardee, and W. J. Horsley. Bill in Equity.

Issue O. P. for C. Pardee to the Big Stone Gap Post. Issue ^(no copies) *C. B. Slemp* Spa. for W. J. Horsley to Sheriff of Wise County, and mail to me. *Bill in Equity* check I enclose ~~an attachment~~ and ~~for~~ writ tax; also affidavit for attachment. Issue attachment in favor of C. Slemp against the estate of C. Pardee to secure sum of \$28789.00, with interest from January 1st, 1902, and have the officer ~~leaving~~ this attachment endorse thereon the following:

" Levied on the following real estate of the defendant, C. Pardee, to-wit: The following tracts of land located in Lee County, Virginia, in the Upper Crab Orchard on the Little Black Mountain and the spurs thereof, and being the same tracts of land which were conveyed to Calvin Pardee by the respective grantors hereinbelow set forth, by deeds recorded in Lee County Court Clerk's Office, all of said deeds being dated June 4th, 1900, except the deed from Campbell Slemp and wife, which is dated April 27th, 1900, all of said deeds being recorded in Lee County Court Clerk's Office in D. B. 36. The number of acres in each of said respective tracts of land and the page of the aforesaid Deed Book where each of said deeds is recorded being as follows, to-wit:

<u>Page</u>	<u>Vendor</u>	<u>Date</u>	<u>Acres</u>
144	Campbell Slemp et ux,	Apr. 27, 1900	1149.83
267	John B. Barker et ux,	June 4, 1900	528.35
272	F. M. Parsons et ux	"	205.56
274	A. K. DeBusk et ux	"	119.63
276	E. M. Cooper	"	34.41
278	Mimrod C. Fly et ux	"	147.42
280	John S. Holmes et als	"	66.10
283	Thos. L. Page et ux	"	40.95
285	Martha Robbins et als	"	93.36
288	John H. Fly et ux et al	"	58.58
291	William Witt et ux	"	66.42
293	H. P. Dixon et ux et al	"	105.66
296	Joseph B. Barker et al.	"	170.00
335	D. C. Sewell et al	"	330.50
357	Joseph K. Shuler et ux	"	7.57
358	John Edens et ux	"	72.52
361	H. P. Garrison et ux	"	33.63
363	W. M. Bailey et al	"	86.84
377	James W. Daugherty et al	"	60.65
381	Susan Pridemore	"	53.31

~~Given under my hand~~ This the ____ day of ____, 1902
 W. J. Mileham, Sheriff Lee County, Virginia.
 By _____ Deputy. "

(2)

Issue 25 copies of said attachment, to be served on tenants in possession of the aforesaid tracts of land, and have sheriff serve same. Alist of said tenants will be furnished him in a day or two. In O. P. statethe following as the object of the said suit:

" The object of this suit is to obtain persoaal decree in favor of the plaintiff against C. Pardee for \$28789.00, with interest from January 1st, 1902, and the costs of this suit, and to attach and subject to the plaintiffs claim all those tracts of land in Lee County, Virginia, in the Upper Crab Orchard, on the South side of Little Black Mountain and the spurs thereof, which were conveyed to the said C. Pardee by the respective parties hereinbelow mentioned, all of said deeds being dated June 4th, 1900, except the deed from Campbell Slomp et ux, which is dated April 27th, 1900, and all of said deeds being recorded in Lee County D. B. 36. The number of acres conveyed by each of said deeds and the pages in the aforesaid Deed Book in which said deeds are recorded, are set opposite the names of the grantors in said respective deeds, which are as follows, to-wit:

<u>Page</u>	<u>Vendor</u>	<u>Date</u>	<u>Acres</u>
144	Campbell Slomp et ux,	Apr. 27, 1900	1149.83
267	John B. Barker et ux	June 4th, 1900	528.35
272	F. M. Parsons et ux	"	205.56
274	A. K. DeBusk et ux	"	119.63
276	E. M. Cooper	"	34.41
278	Mimrod C. Fly et ux	"	147.42
280	John S. Holmes et als	"	66.10
283	Thos. L. Page et ux	"	40.95
285	Martha Robbins et als	"	93.36
288	John H. Fly et ux et al	"	58.58
291	William Witt et ux	"	66.42
293	H. P. Dixon et ux et al	"	105.66
296	Joseph B. Barker et al	"	170.00
335	D. C. Sewell et al	"	330.50
357	Joseph K. Shuler et ux	"	7.57
358	John Edens et ux	"	72.52
361	H. P. Garrison et ux	"	33.63
363	W. M. Bailey et al	"	86.84
377	James W. Daugherty et al	"	60.65
381	Susan Pridemore	"	53.31 "

R. T. Irvine
E. M. Fulton
P. R.

C. Slump
 memo for
 clerk

C. Pordue

Date	Vendor	Date	Amount
1891	James W. Pordue	1891	60.00
1892	James W. Pordue	1892	60.00
1893	James W. Pordue	1893	60.00
1894	James W. Pordue	1894	60.00
1895	James W. Pordue	1895	60.00
1896	James W. Pordue	1896	60.00
1897	James W. Pordue	1897	60.00
1898	James W. Pordue	1898	60.00
1899	James W. Pordue	1899	60.00
1900	James W. Pordue	1900	60.00
1901	James W. Pordue	1901	60.00
1902	James W. Pordue	1902	60.00
1903	James W. Pordue	1903	60.00
1904	James W. Pordue	1904	60.00
1905	James W. Pordue	1905	60.00
1906	James W. Pordue	1906	60.00
1907	James W. Pordue	1907	60.00
1908	James W. Pordue	1908	60.00
1909	James W. Pordue	1909	60.00
1910	James W. Pordue	1910	60.00

respective deeds, which are as follows, to-wit:
 recorded, are not opposite the names of the persons in said
 and the names in the records of said deeds are
 April 1891, 1900, and all other deeds being recorded in the
 1900, 1901, 1902, and all other deeds being recorded in the
 were conveyed to the said G. Pordue by the respective parties
 South side of the said Black Mountain and the other side thereof, which
 of land in the said G. Pordue, in the other side thereof, and
 to attach and belong to the said G. Pordue, and the costs of this suit, and
 interest from January 1st, 1900, and the costs of this suit, and
 in favor of the plaintiff against G. Pordue for \$2500.00, with

The object of this suit is to obtain personal decree

of two. In O. P. state the following as the object of the said
 serve same. A list of said persons will be furnished him in a due
 in possession of the records of said deeds, and have sheriff
 issue 25 copies of said attachment, to be served on persons

Lee Circuit Court

pliff

C. Slemp,

v.

Memo. for Lis PendensC. Pardee, ~~et al~~, *C. B. Slump and W. J. Hensley - Defts*

The object of the foregoing suit now pending in the Circuit Court of Lee County, Virginia, under the short style of C. Slemp against C. Pardee, et al, is to obtain personal decree in favor of the plaintiff against the defendant, C. Pardee, for \$28789.00 with interest from January 1st, 1902, and to attach and subject to the satisfaction of said claim the real estate belonging to the said Pardee in Lee County, Virginia, said real estate lying in the Upper Crab Orchard on the South side of Little Black Mountain and the spurs thereof, and was conveyed to the said Pardee by the parties hereinafter named, by deeds dated June 4th, 1900, except the deed from Campbell Slemp, et ux, which was dated April 27th, 1900, all of said deeds being recorded in Lee County Court Clerk's Office D. B. 36, the names of the grantors in said deeds being set forth below, and the number of acres conveyed by each of said grantors in said deeds, and the pages in said deed book wherein said deeds are recorded are set opposite each of said grantors respectively, as follows:

<u>Page</u>	<u>Vendor</u>	<u>Date</u>	<u>Acres</u>
144	Campbell Slemp et ux,	Apr. 27, 1900	1149.83
267	John B. Barker et ux	June 4th, 1900	528.35
272	F. M. Parsons et ux	"	205.56
274	A. K. DeBusk et ux	"	119.63
276	E. M. Cooper	"	34.41
278	Nimrod C. Ely et ux	"	147.42
280	John S. Holmes et als	"	66.10
283	Thos. L. Page et ux	"	40.95
285	Martha Robbins et al	"	93.36
288	John H. Ely et ux et al	"	58.58
291	William Witt et ux	"	66.42
293	H. P. Dixon et ux et al	"	105.66
296	Joseph B. Barker et al	"	170.00
3135	D. C. Sewell et al	"	330.50
357	Joseph K. Shuler et ux	"	7.57
358	John Edens et ux	"	72.52
361	H. P. Garrison et ux	"	33.63
363	W. M. Bailey et al	"	86.84
377	James W. Daugherty et al	"	60.65
381	Stephen Pridemore	"	53.31

Rusan

(2)

The estate of the defendant, C. Pardee, is sought to be affected in this cause by decree.

E. M. Fulton and R. T. Irvine,

P. Q.

Virginia, Lee County, to-wit:
In the Office of the Clerk of the
county court for said county, the 9th
day of January, 1902. This *Res Petens*
was presented and admitted to
record. Teste: B. M. Morgan Clerk

C. Sleep

W { memo for
his Pension

C. Pardon et al

Recorded in Deeds
Book No. 36, p. 201.

Indexed

Examined Jan. 9, 1902.

Clerk's fee for re-
cording ---- 45¢.

attached in this case by decree.

The estate of the defendant, C. Pardon, is sought to be

(2)

R. M. Milton and R. T. Irvine,

CIRCUIT COURT OF LEE COUNTY.

C. Slomp,

Complainant,

-vs-

MOTION TO QUASH,

Calvin Pardee, et al.,

Defendants.

* * * * *

The Defendant, Calvin Pardee, again enters his appearance herein for the purpose of moving to quash the attachment herein, and for no other purpose, and does hereby move the Court to quash said attachment, for reasons appearing upon the face of the papers, namely: Because it appears on the face of the papers that this is a suit to enforce the specific performance of a contract concerning lands lying in the State of Kentucky, and that the defendant is a non resident of the state of Virginia, and that the Court has not acquired jurisdiction by having him personally summoned herein.

Calvin Pardee,

By Counsel.

C. Slump,
vs Motion to Quash

C. Pardee, et al.

Filed in open Court and
by leave thereof Nov
11th 1902

A. B. Munsey Clerk

CIRCUIT COURT OF LEE COUNTY.

SECOND FEBRUARY RULES, 1902.

C. Slemp,

v. Plea to the Jurisdiction,

Calvin Pardee, et al.

The defendant, Calvin Pardee, in his own proper person, enters his special appearance herein, for the purpose of filing a plea to the jurisdiction of the court, and for no other purpose; and the said defendant says that this court ought not to have or take any further cognizance of the aforesaid suit for reasons shown upon the face of the bill, that is to say, the said suit is one for the specific enforcement of a contract concerning real estate, which real estate lies in the state of Kentucky, and this defendant is a non-resident of the state of Virginia, and no process has been served on said defendant in the state of Virginia, *and that he the said Calvin Pardee is a resident and citizen of Philadelphia Pennsylvania,*

Wherefore, he prays judgment whether this court can or will take any further cognizance of the action aforesaid.

Calvin Pardee.

State of Virginia, County of Wise, to-wit:

I, W. H. Hylton, a Notary Public in and for the county and state aforesaid, do certify that J. F. Bullitt this day appeared before me in my county aforesaid and made oath that he is attorney for Calvin Pardee, whose name is signed to the foregoing plea in abatement, and that the allegations in the said plea are true as he verily believes.

Given under my hand, this the 17 day of February, 1902.

W. H. Hylton

---NOTARY PUBLIC---

State of Virginia County Lee to-wit:
I A.B. Munsey Clerk of the Circuit Court for the County
and State aforesaid do Certify that B.H. Sewell this
day personally appeared before me in my office
and made oath that he is of Counsel for Calvin
Pardee whose name is signed to the within plea
in abatement, and that the allegations in said plea
in abatement are true as he verily believes.
Given under my hand this the 19th day of July 1902
A.B. Munsey Clerk

C. Sleep

vs

Plea to the Jurisdiction

Calvin Pardee, et al.

1902. Second February rules
Special appearance by Calvin
Pardee, and plea filed by
him to the Jurisdiction of
the Court.

BULLITT, KELLY & HULL,
ATTORNEYS-AT-LAW,
BIG STONE GAP AND BRISTOL, VA.

CIRCUIT COURT OF LEE COUNTY.

C. SLEMP

VS

CALVIN PARDEE, ET AL. PLEA TO THE JURISDICTION.

The defendant, Calvin Pardee, in his own proper person, for further plea to the jurisdiction of this court, and for no other purpose, says, that this court ought not to have or take any further cognizance of the aforesaid suit, because he says that the contract ~~relating to the~~ sued on is a several contract relating in part to certain lands lying in the state of Virginia, and in part to certain lands lying in the state of Kentucky; that the parties to said contract, when the said C Slomp and this respondent have by their acts in carrying out said contract so construed the same, that is to say, the said C. Slomp before the ~~conveyance~~ ^{survey} and the examination of the title to said Kentucky lands had been completed, and before it was known whether the said Pardee would take said Kentucky lands or not, insisted upon the said Pardee taking and paying for the said Virginia lands, under and pursuant to the provision in said contract which stipulated that "If 75% of the Slomp lands on the south of the Virginia side of the mountain are abstracted and surveyed before that time and found all right the said Pardee is to pay for same when general warranty deeds are made"; and the respondent recognized the said Slomp's right to the require him to take and pay for the said Virginia lands, regardless of whether he should or not there after take the said Kentucky lands and accordingly accept a deed from said Slomp and pay ⁱⁿ him for said Virginia lands before the ~~conveyance~~ ^{survey} and abstract of title of the said Kentucky lands had been

completed, and before it was known whether respondent would or not take the said Kentucky lands; and respondent further says that the said Slomp executed to him a general warranty deed ^{for} the said Virginia lands, respondent paying to the said Slomp at the time of the execution of said deed, 75% of the purchase money therefore, and the said Slomp retaining a lien in the said deed for 25% of the purchase money, and that there after respondent paid to the said Slomp the balance of the purchase money on said Virginia lands, and the said Slomp executed to the respondent a release deed releasing the lien on said Virginia lands; copies of both of which deed are filed herewith, as part thereof, marked "Exhibits A and B"; and respondent says that the said contract with reference to said Virginia lands, has been fully preformed and executed and terminated, and that this suit is and can be for nothing else except for ^{the} ~~specifically~~ enforcement of the said contract concerning said Kentucky lands, and that this defendant is a non-resident of the state of Virginia, and no process has been served on him in the state of Virginia or elsewhere.

Wherefore he ^{prays} ~~pleas~~ judgment whether this court can or will take any further cognizance of the suit aforesaid.

CALVIN PARDEE.

STATE OF VIRGINIA, COUNTY OF LEE.

I, *Geo. P. Bridlin*, a notary public in and for the county and state aforesaid, do certify that J.F. Bullitt this day appeared before me in my county aforesaid, and made oath that he is attorney for Calvin Pardee, whose name is signed to the foregoing plea, and that the allegations therein are true as affiantfully pleas.

Given under my hand this the 5th day of November, 1902.

Geo. P. Bridlin N.P.

C. O'Leary

m. } 2nd Plea to
Jurisdiction

Calvin Pardee
Filed in open Court
and by leave thereof
Nov the 5th 1902

A. B. Mursey Clerk

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of the County of Lee,

GREETING:

WE COMMAND YOU that you summon C. Pardee, C. B. Slemp and W. J. Horsley to appear at the Clerk's Office of the Circuit Court for the County of Lee, at the rules to be held for the said Court the first Monday in February, 1902, to answer a bill in Chancery exhibited against them in our said Court by C. Slemp, and have then there this writ. Witness A. B. Munsey, Clerk of our said Court, at the court-house, the 9th, day of January, 1902, and in the 126th, year of the Commonwealth.

Teste:

A B Munsey Clerk.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of the County of Lee

GREETING,

The plaintiff in this suit having made affidavit as required by law, we command you in the name of the said Commonwealth to attach the estate of the defendant, C. Pardee, in Lee County, Virginia, or enough thereof to satisfy the plaintiff's claim in this cause, to-wit, \$28789.00, with interest from January 1st, 1902, and the costs of this suit, and that you make return of how you have executed this attachment at the Clerk's Office of the Circuit Court of the County of Lee at the rules to be held for said Court at the first Monday in February, 1902. Witness A. B. Munsey, Clerk of our said Court at the court-house, the 17th, day of January, 1902, and in the 126th. year of the Commonwealth.

Teste:

A B Munsey Clerk

Levied on the following real estate of the defendant, C. Pardee, to-wit: The following tracts of land located in Lee County, Virginia, in the Upper Crab Orchard, on the Little Black Mountain and the spurs thereof, and being the same tracts of land which were conveyed to Calvin Pardee by the respective grantors hereinbelow set forth, by deeds recorded in Lee County Court Clerk's Office, all of said deeds being dated June 4th, 1900, except the deed from Campbell Slemp and wife, which is dated April 27th, 1900, all of said deeds being recorded in Lee County Court Clerk's Office in Deed Book No. 36.

The number of acres in each of said respective tracts of land and the page of the aforesaid Deed Book where each of said deeds is recorded being as follows, to-wit:

<u>Page</u>	<u>Vendor</u>	<u>Number of Acres</u>
144	Campbell Slemp et ux,	1149.83
267	John B. Barker et ux,	528.35
272	F. M. Parsons et ux,	205.56
274	A. K. DeBusk et ux,	119.63
276	E. M. Cooper,	34.41
278	Nimrod C. Ely et ux,	147.42
280	John S. Holmes et axs , Thos. L. Page et ux,	66.10
283	Martha Robbins et als,	40.95
285	John H. Ely et ux et al,	93.36
288	William Witt et ux,	58.58
291	H. P. Dixon et ux et al,	66.42
293	Joseph B. Barker et al,	105.66
296	D. C. Sewell et al,	170.00
335	Joseph K. Shuler et ux	330.50
357	John Edens et ux,	7.57
358	H. P. Garrison et ux,	72.52
361	W. M. Bailey et al,	33.63
363	James W. Daugherty et al,	86.84
377	Susan Pridemore,	60.65
381		53.31

This the 17th day of January, 1902.

W. J. McLehman
Sheriff Lee Co. Va.

XXXXXXXXXXXX.

XX

XX

XX

Executed the within summons and attachment by delivering office copies thereof on January 18th, 1902, to the following persons in Lee County Virginia, to-wit: Samuel P. Edens, Alexander Morris, Thos. Adams, and going to the usual place of abode of John Adams, and not finding there either the said John Adams or his wife or any member of his family above the age of sixteen years, I left posted a copy thereof at the front door of said place of abode, and going to the usual places of abode of Doctor Frank Morris, Edward Moore, William McConnell, Henry Morris and Alfred Morris, and not finding any of said persons at their said usual places of abode, I delivered a copy to the ~~wives~~ of each of said persons at their said usual places of abode, and gave information of the purport thereof to each of the said wives respectively. All of the foregoing parties, to-wit: Samuel P. Edens, John Adams, Doctor Frank Morris, Edward Moore, ~~Alfred~~ ^{Alexander} Morris, William McConnell, Thomas Adams, Henry Morris and Alfred Morris, ~~being~~ being persons in possession of the C. Slomp 1149.83 acre tract of land now owned by C. Pardee. I delivered also a copy to Henry Barker and to Abram Heron in person, they being tenants in possession of the John B. Barker 528.35 acre tract of land now owned by C. Pardee. I delivered a copy to John Henry Morris tenant in possession of the F. M. Parsons 205.56 acre tract of land now owned by C. Pardee. I ~~w~~ent to the usual place of abode of ~~Daniel~~ Heron, and not finding said Heron there I gave a copy thereof to his wife at the said usual place of abode, and gave information of its purport to her. I went to the usual places of abode of Thos. L. Page and M. J. Duncan, and not finding either of said parties at their usual places of abode I left a copy with the wife of each of said parties in said usual place of abode, and gave information of its purport to each thereof. The said Thos. L. Page and M. J. Duncan being tenants in possession of the E. M. Cooper 34.41 acre tract of land, and Thos. L. Page 40.95 acre, and the William Witt 66.42 acre tracts of land now owned by C. Pardee. I delivered a copy in person to Campbell Shuler, ~~tenat~~ tenant in possession of the Nimrod C. Ely 147.42 acre, and the D. C. Sewell 330.50 acre tracts of land now owned by C. Pardee. I gave a copy to James R. Rivers in person, he being the ~~tenat~~ tenant in possession of the John S. Holmes 66.10 acre and the John ~~A.~~ Ely 58.58 acre tracts of land now owned by C. Pardee. I gave a copy in person to Benton Moore, ~~tenat~~ tenant in possession of the Martha Robbins 93.36 acre tract of land now owned by C. Pardee. I gave a copy in person to Henry Barker, tenant in possession of the H. P. Dixon 105.66 acre tract of land and the H. P. Garrison 33.63 acre tract, both now owned by said C. Pardee. I went to the usual place of abode of J. N. McConnell tenant in possession of the ~~George~~ ^{Joseph}

B. Barker 170 acre tract now owned by C. Pardee, and not finding said McConell at said usual place of abode I gave a copy to his wife at said usual place of abode, and gave information of its purport to her. I gave a copy in person to William A. Gates, tenant in possession of the John Edens 72.52 acre tract, and also the Susan Pridemore 53.05 acre tract, both of said tracts being now owned by the said C. Pardee. I gave a copy in person to W. M. Bailey, tenant in possession of the William M. Bailey 86.84 acre tract, and the James W. Daugherty 60.65 acre tract, both of said tracts being now the property of said C. Pardee. I found no tenant in possession of the Joseph K. Shuler 7.57 acre tract, now the property of said C. Pardee. I also delivered copies to Luther Morris, William Witt, Joel Barker and ^{Silas}~~Charles~~ Rivers in person, and I went to the usual places of abode of General Garrison and Sherman Bailey, and not finding either of said parties there I gave a copy to the wife of each, and gave information of its purport to each wife at said usual places of abode. The aforesaid Luther Morris, William Witt, Joel Barker, ^{Silas}~~Charles~~ Rivers, General Garrison and Sherman Bailey being other tenants in possession of portions of the aforesaid tracts of lands under sub-leases, and the parties aforesaid being all the tenants of any kind on any of the lands of the said C. Pardee in Lee County.

Given under my hand this the 20th. day of January, 1902.

W. J. Milcham
Deputy for W. J. Milcham,
Sheriff of Lee County, Virginia.

C. Sleep

✓ Summons
✓ attachment
✓
✓ Return

C. Pardue et al

CIRCUIT COURT OF LEE COUNTY.

C. Slemp, Complainant,
vs. BILL OF EXCEPTIONS,
Calvin Pardee, et al., Defendants.

Be It Remembered, That on the calling of this case for trial on the plea to the jurisdiction heretofore filed at rules herein by Calvin Pardee the said Calvin Pardee moved for leave to file a second plea to the jurisdiction of the Court herein, which plea so offered by the said Pardee, was in words and figures as follows, to-wit:

CIRCUIT COURT OF LEE COUNTY.

C. SLEMP

vS

CALVIN PARDEE, ET AL. PLEA TO THE JURISDICTION.

The defendant, Calvin Pardee, in his own proper person, for further plea to the jurisdiction of this court, and for no other purpose, says, that this court ought not to have or take any further cognizance of the aforesaid suit, because he says that the contract sued on is a several contract relating in part to certain lands lying in the State of Virginia, and in part to certain lands lying in the State of Kentucky; that the parties to said contract, the said C. Slemp and this respondent, have by their acts in carrying out said contract so construed the same, that is, the said C. Slemp before the survey and the examination of the title to said Kentucky lands had been completed, and before it was known whether the said Pardee would take the said Kentucky lands or not, insisted upon the said Pardee taking and paying for the said virginia lands, under and pursuant to the provisions in said

contract, which stipulated that "if 75% of the Slemple lands on the South or Virginia side of the mountain are abstracted and surveyed before that time and found all right the said Pardee is to pay for same when General Warranty deeds are made"; and the respondent recognized the said Slemple's right to require him to take and pay for the said Virginia lands, regardless of whether he should or not thereafter take the said Kentucky lands, and accordingly accepted a deed from said Slemple and paid him for said Virginia lands before the surveys and abstract of title of the said Kentucky lands had been completed, and before it was known whether respondent would or not take the said Kentucky lands; and respondent further says that the said Slemple executed to him a general warranty deed for the said Virginia lands, respondent paying to the said Slemple at the time of the execution of said deed, 75% of the purchase money therefor, and the said Slemple retaining a lien in the said deed for 25% of the purchase money, and that thereafter respondent paid to the said Slemple the balance of the purchase money on said Virginia lands, and the said Slemple executed to the respondent a release deed releasing the lien on said Virginia lands; copies of both of which deeds are filed herewith, as part hereof, marked "Exhibits A and B"; and respondent says that the said contract with reference to the said Virginia lands, has been fully performed and executed and terminated, and that this suit is and can be for nothing else except for the specific enforcement of the said contract concerning said Kentucky lands, and that this defendant is a non-resident of the State of Virginia, and no process has been served on him in the State of Virginia or elsewhere.

Wherefore, he prays judgment whether this court can or will take any further cognizance of the suit aforesaid.

CALVIN PARDEE.

(3)

STATE OF VIRGINIA, COUNTY OF LEE.

I, Geo. P. Cridlin, a notary public in and for the county and state aforesaid, do certify that J. F. Bullitt this day appeared before me, in my county aforesaid, and made oath that he is attorney for Calvin Pardee, whose name is signed to the foregoing plea, and that the allegations therein are true as affiant verily believes.

Geo. P. Cridlin,

N. P.

For the copies of the said Exhibits see the papers hereto attached (The clerk will copy said papers and attach the same hereto; and

That the Complainant, by counsel, objected to the filing of the said plea, and the Court, after hearing argument thereon, sustained the said objection, and refused to allow the said plea to be filed, to which action of the Court the said Calvin Pardee, by counsel, then and there duly and properly excepted, and tendered his bill of exceptions and prayed that the same might be signed and sealed by the Court and made a part of the record, which is accordingly done, on this the ____ day of the November Term of the Circuit Court of Lee County, 1902.

H. A. W. Shum (SEAL)

C. Slump
vs Bill of Exceptions

Calvin Pardue et al

Filed in open court
and by leave thereof
Novr the 12th 1902

A. B. Munsey Clerk

CIRCUIT COURT OF LEE COUNTY.

C. Slomp,

Complainant,

-vs-

MOTION TO QUASH,

Calvin Pardee, et al.,

Defendants.

* * * * *

The Defendant, Calvin Pardee, again enters his appearance herein for the purpose of moving to quash the attachment herein, and for no other purpose, and does hereby move the Court to quash said attachment, for reasons appearing upon the face of the papers, namely: Because it appears on the face of the papers that this is a suit to enforce the specific performance of a contract concerning lands lying in the State of Kentucky, and that the defendant is a non resident of the state of Virginia, and that the Court has not acquired jurisdiction by having him personally summoned herein.

Calvin Pardee,

By Counsel.

C. Scarp

or ~~by~~ Motor to Leach

C. Pardee et al

Filed in open court
and by leave thereof
Nov 12th 1902

A. B. Munsey Clerk

In the Clerk's Office of the Circuit Court of the County of Lee on the 9th day of January 1902.

C. Slomp, Plaintiff
against
C. Pardee, et al., Defendants.

In Chancery.

The object of this suit is to obtain personal decree in favor of the plaintiff against C. Pardee for \$28789.00, with interest from January 1st, 1902, and the costs of this suit, and to attach and subject to the plaintiff's claim all those tracts of land in Lee County, Virginia, in the Upper Crab Orchard, on the South side of Little Black Mountain and the spurs thereof, which were conveyed to the said C. Pardee by the respective parties hereinbelow mentioned, all of said deeds being dated June 4th, 1900, ^{except the deed from Campbell Slomp et ux. which is dated April 27th 1900,} and all of said deeds being recorded in Lee County D.B. 36. The number of acres conveyed by each of said deeds and the pages in the aforesaid Deed Book in which said deeds are recorded, are set opposite the names of the grantors in said respective deeds, which are as follows, to wit:

Page	Vendor	Acres.
144	Campbell Slomp et ux.	1149.83
267	John B. Barker et ux.	528.35
272	F.M. Parsons et ux.	205.56
274	A.K. DeBusk et ux	119.63
276	E.M. Cooper	31.41
278	Nimrod C. Ely et ux	147.42
280	John S. Holmes et als	66.10
283	Thos. L. Page et ux	40.95
285	Martha Robbins et als.	93.36
288	John H. Ely et ux at al	58.58
291	William Witt et ux	66.42
293	H.P. Dixon et ux et al	105.66
296	Joseph B. Barker et al	170.00
335	D.C. Sewell et al	330.50
357	Joseph K. Shuler et ux	7.57
358	John Edens et ux	72.52
361	H.P. Garrison et ux	33.63
363	W.M. Bailey et al	86.84
377	James W. Daugherty et al.	60.65
381	Susan Pridemore	53.31

And an affidavit having been made and filed that the defendant, C. Pardee, is not ^a resident of the State of Virginia, it is ordered that he do appear here within fifteen days after due publication hereof, and do what may be necessary to protect his interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the Big Stone Gap Post, and that a copy be posted at the front door of the court-house of this County on the first day of the next term of the County Court.

A copy—Teste:

R. T. Irvine and E. M. Fulton, p. q.

A. B. Munsey Clerk.

vs.

ORDER OF
PUBLICATION.

Lo Pardee et als

1998

The Commonwealth of Virginia,

To the *Sheriff* of the *County* of *Lee*, Greeting:

WE COMMAND YOU, that you summon *O Pardee, L. B. Slemp*
and M. J. Forsley

to appear at the Clerk's office of the *Circuit* Court of the *County* of *Lee*
at the rules to be held for the said Court, on the *1st* Monday in *February* *1902*
to answer a bill in chancery, exhibited against *them* in our said Court ~~for~~ *by*
O Slemp

And have then there this writ. Witness, *A B Munsey*, Clerk of our said
Court, at the court-house, the *9th* day of *January* *1902*, and in the
12 *6th* year of the Commonwealth.

A B Munsey Clerk

Levied on the following real estate of the defendant, C.Pardee, to-wit: The following tracts of land located in Lee County, Virginia, in the Upper Crab Orchard, on the Little Black Mountain and the spurs thereof, and being the same tracts of land which were conveyed to Calvin Pardee by the respective grantors hereinbelow set forth, by deeds recorded in Lee County Court Clerk's Office, all of said Deeds being dated June 4th, 1900, except the deed from Campbell Slemp and wife, which is dated April 27th, 1900, all of said deeds being recorded in Lee County Court Clerk's Office in Deed Book No.36. The number of acres in each of said respective tracts of land and the page of the aforesaid Deed Book where each of said deeds is recorded being as follows, to-wit:

Page.	Vendor.	Number of Acres.
144	Campbell Slemp et ux,	1149.83
267	John B.Barker et ux,	528.35
272	F.M.Parsons et ux	205.56
274	A. K. DeBusk et ux.	119.63
276	E.M.Cooper	34.41
278	Nimrod C.Ely et ux	147.42
280	John S.Holmes et als.	66.10
283	Thos.L.Page et ux	40.95
285	Martha Robbins et als.	93.36
288	John H.Ely et ux et al	58.58
291	William Witt et ux	66.42
293	H.P.Dixon et ux et al	105.66
296	Joseph B.Barker et al	170.00
335	D.C.Sewell et al	330.50
357	Joseph K.Shuler et ux	7.57
358	John Edens et ux	72.52
361	H.P.Garrison et ux	33.63
363	W.M.Bailey et al	86.84
377	James W.Dangheriv et al	60.65
381	Susan Fridemore	53.31

This the 13th day of January, 1902.

W. J. Wilkham.
Sheriff Lee County, Va.

Form No. 300.

C. Slemp,

SUBPOENA
IN
CHANCERY.

C. Pardee et al.

R. J. Irvine and
C. M. Fulton, p. q.

To First February
Lee Circuit
1902.

Virginia: Circuit Court of Lee County.
The necessary affidavit having been made and filed the officer at
the process is directed to attach the sale of the defendant to Pardee
in Lee County Va. known under my hand this the 9th day of January 1902
J. B. Murray

ORDER OF PUBLICATION.

In the Clerk's Office of the Circuit Court of the County of Lee on the 21st day of January, 1902.

C. Slempp, Plaintiff,
vs.
C. Pardee, et als Def'ts. } In Chancery.

The object of this suit is to obtain personal decree in favor of the plaintiff against C. Pardee for \$28789.00, with interest from January 1st, 1902, and the costs of this suit, and to attach and subject to the plaintiff's claim all those tracts of land in Lee county, Virginia, in the Upper Crab Orchard, on the South side of Little Black Mountain and the spurs thereof, which were conveyed to the said C. Pardee by the respective parties hereinbelow mentioned, all of said deeds being dated June 4th, 1900, except the deed from Campbell Slempp et ux, which is dated April 27th, 1900, and all of said deeds being recorded in Lee County D. B. 36. The number of acres conveyed by each of said deeds and the pages in the aforesaid Deed Book in which said deeds are recorded, are set opposite the names of the grantors in said respective deeds, which are as follows, to-wit:

PAGE.	VENDOR.	ACRES.
144	Campbell Slempp et ux.....	1149.83
267	John B. Barker et ux.....	528.35
272	F. M. Parsons et ux.....	205.56
274	A. K. DeBusk et ux.....	119.63
276	E. M. Cooper.....	34.41
278	Nimrod C. Ely et ux....	147.42
280	John S. Holmes et als.....	66.10
283	Thos. L. Page et ux.....	40.95
285	Martha Robbins et als.....	93.36
288	John H. Ely et ux et al.....	58.58
291	William Witt et ux.....	66.42
293	H. P. Dixon et ux et al.....	105.66
296	Joseph B. Baker et al.....	170.00
335	D. C. Sewell et al.....	330.50
357	Joseph K. Shuler et ux.....	7.57
358	John Edens et ux.....	72.52
361	H. P. Garrison et ux.....	33.63
363	W. M. Bailey et al.....	86.84
377	James W. Daugherty et al....	60.65
381	Susan Pridemore.....	53.31

And an affidavit having been made and filed that the defendant, C. Pardee, is not a resident of the State of Virginia, it is ordered that he do appear here within fifteen days after due publication hereof, and do what may be necessary to protect his interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the Big Stone Gap Post, and that a copy be posted at the front door of the courthouse of this County on the first day of the next term of the County Court.

A copy—Teste:

A. B. MUNSEY, Clerk.

E. M. Fulton and R. T. Irvine, p. q.

Order of Publication Certificate.

C. Slemp

vs.

C. Pardee

Publisher's fixed rate of charges: 5 cents per line for each insertion.

Amount of this order \$ 13.40

Paid by C. Slemp

ORDER OF PUBLICATION.
In the Clerk's Office of the Circuit Court of the County of Lee on the 21st day of January, 1902.
C. Slemp, Plaintiff,
E. M. Fulton and R. T. Irvine, p. q.
ja23 4-7

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inspection of our
oes, and in fact we
you want. Now

I, GILBERT N. KNIGHT, editor and publisher of the Big Stone Gap Post, a weekly newspaper published in the town of Big Stone Gap, Wise County, Virginia, do certify that the foregoing Order of Publication was duly published in the said newspaper for four consecutive weeks, commencing on the 23 day of January, 1902.

Gilbert N. Knight

Editor The Big Stone Gap Post.

I, A. B. Munsey, Clerk's Office Circuit Court for Wise County, Va. Clerk of the Circuit Court for Wise County, Virginia, hereby certify that I, on the first day of the County Court of Wise county at the January term 1902 therefore, posted a copy of the foregoing Order of Publication at the front door of the court-house of the said county. Given under my hand, this 23 day of January, 189.

A. B. Munsey

Clerk Wise County Circuit Court.

Order of
PUBLICATION
Certificate.

vs. { *Slump*
Pardee

Publisher's Fee \$ *13* ^{*40*}

Paid by

"Bullitt Exhibit 1."
Mayo Cabell,
Notary Public.

Parson files

By - Stone - Sep 22

Jan - 4 - 1901

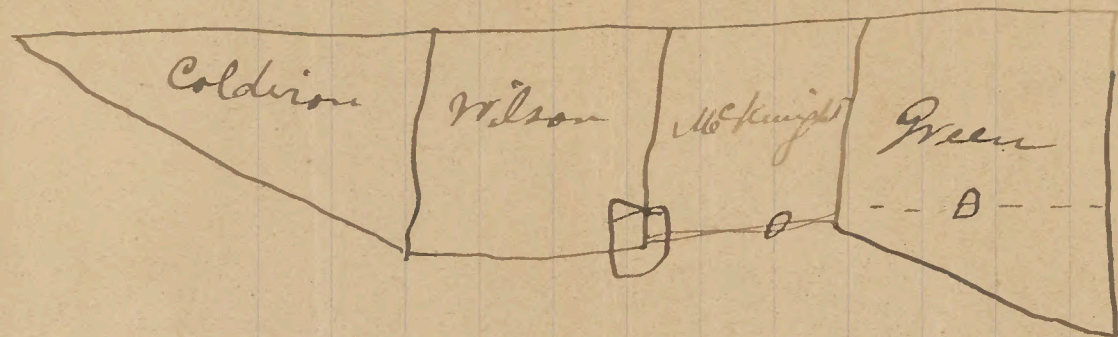
Mrs. J. F. Bullitt -

Dear Sir

I'm speaking of the possession
of the Caldron & Wilson Lands
the other day to you, I don't
think I did myself justice.
I have a possession on
the Green survey & had a
house on it near the dotted
line with land cleared around
it over 15 years ago & have
kept up the possession since.
My fields extend up into the
Wilson or Mc Knight survey
or probably in both near
the junction of the two surveys
& probably some in both with
several acres enclosed which

I & my predecessors have
had enclosed & used and
cultivated for over 15-
years - Our possession
has been open & notorious
& the Draper people knew
it as they ran their Lands
& never made any Com-
-plaint; but rather ceded
the Land to us - My fields extend
high up at the or near the inter-
-section of the Mc Knight and
Green surveys, & I think laps
on the Mc Knight, I am not
so certain about that as
I was not along when the
running was done - I
write this that you ^{may} get at a
better understanding of our
position on those Lands
very truly &c

C. Slamp



"Bullitt Exhibit 1"

Mayo Cabell, AP

J. F. BULLITT.
OFFICE: BIG STONE GAP, VA.

Subject: Pardee Kentucky Lands. (Huff Heirs)

JOS. L. KELLY.
OFFICE: BRISTOL, VA.

BULLITT & KELLY,

ATTORNEYS-AT-LAW.

Offices at Big Stone Gap and Bristol, Va.

BIG STONE GAP, VA., Jan'y 24, 1901.

MR. E. J. Huff,
Clover Fork, Ky.

"Bullitt Exhibit 2"
Mayo Cabell,
Notary Public.

Dear SIR:

I forwarded your letter of January 4th to Mr. Pardee, and he requests me to say that he does not wish to purchase the Huff Heirs' Land for several reasons; First,- Because there are three separate Huff Heirs' Tracts, instead of one (He thought that there was only one of these tracts); Second,- Neither of the Huff Heirs' Tracts form a connection between his Virginia Lands, and the lands which he agreed to purchase from Col. Slemp. It seems that Slemp represented that this Huff Heirs' Tract would form a connection, and would, with his Kentucky Lands, make a solid boundary with the Virginia Lands. There are, also, several defects in the title, and although these defects could probably be cured, the Huff Heirs are not now in position to convey good title.

I understand from you that some of the heirs desire to rescind the trade. Mr. Pardee is willing that this be done; therefore, please have check sent to me for Mr. Pardee, repaying to him the \$200.00 which was paid by Col. Slemp on his account, and if you desire I will have him sign a formal contract releasing the lands, although this of course is not necessary.

On my own account, I would say, however, that I think I can find a purchaser for the Huff Heirs' Tract lying on Little Black Mountain, and if you wish to sell this alone, disconnected from the other tracts, kindly let me know, and I will see what I can do to effect a trade. Of course the defects in title will have to be cured before the land can be finally conveyed.

Yours truly, J. F. Bullitt.

176-
 151
 88
 176
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 938

"Bullitt Exhibit 3."
 Mayo Cabell
 Notary Public

THIS CONTRACT made this 6th day of February, 1901, by and between E. J. Huff, party of the first part, and J. F. Bullitt, party of the second part:

WITNESSETH; that for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid by the said party of the second part to the said party of the first part, the receipt of which is hereby acknowledged, the said parties of the first part do hereby give and grant to the said party of the second part, or his assigns, the right of option, for the term of twenty days from this date, to purchase the following lands, upon the following terms, to-wit: One certain tract or parcel of land lying on the Clover Fork of the Cumberland River, and on the Little Black Mountain, containing one hundred and fifty acres, more or less, and known as the Huff Heirs Land, another certain tract or parcel of land lying on Little Black Mountain, adjoining the Virginia line, containing sixty acres, more or less, *Known as the Helman Barclay tract* and being the land recently surveyed by L. M. Carmical, and covenants with the said party of the second part that he will, if he elects to take the said land, make to him or his assigns, a good and perfect title to the said lands, by deed with covenants of General Warranty, and other usual Kentucky Covenants.

If the said Bullitt takes the said lands he shall pay therefor the sum of Twenty Dollars per acre, in cash upon delivery of deed, and the acreage thereof shall be ascertained by the survey heretofore made of the said lands by L. M. Carmical; and if the said Bullitt elects to take the said land he shall notify the said party of the first part in writing within twenty days from this date, and in case he does so notify him this option shall become a firm and binding contract, and a deed to the said Bullitt, or his assigns, shall be delivered within a reasonable time thereafter; and, if the said Bullitt fails to notify the said party of the first part of his election to take the said land, within the time aforesaid, then this contract shall be null and void. Witness the signature of the said party of the first part, on this the day and date first above written.

State of _____,)
County of _____,) Set.,

I, _____, a _____
in and for the county and state aforesaid, do certify that this instru-
ment of writing from E. J. Huff to J. F. Bullitt was this day produc-
ed to me by the parties, and was acknowledged by the said E. J. Huff
to be his act and deed.

Given undermy hand, this ____ day of February, 1901.

_____.

J. F. Bullitt

J. F. BULLITT,
OFFICE: Big Stone Gap, Va.

JOS. L. KELLY,
OFFICE: BRISTOL, VA.

BULLITT & KELLY,
ATTORNEYS-AT-LAW,
Offices at Big Stone Gap and Bristol, Va.

File
2

BIG STONE GAP, VA., March 16, 1901.

Mr. E. J. Huff,
Clover Fork, Ky.

Dear SIR:

"Bullitt Exhibit 4."
Mayo Cabell,
Notary Public.

Yours of March 13th received. We have forwarded your
proposition to Mr. Pardee.

Yours truly,

Bullitt & Kelly
By Hy--

J. F. BULLITT,
OFFICE: Big Stone Gap, Va.

JOS. L. KELLY,
OFFICE: BRISTOL, VA.

BULLITT & KELLY,
ATTORNEYS-AT-LAW,
Offices at Big Stone Gap and Bristol, Va.

File
2*

BIG STONE GAP, VA., March 7, 1901.

Mr. E. J. Huff,
Clover Fork, Ky.

"Bullitt Exhibit 5"
Mayo Cabell,
Notary Public.

Dear SIR:

I have a letter from Mr. Pardee in which he says that
his sons decline to take the Huff Heirs Lands at the increased price
at which you offer them..

Yours truly,

J. F. Bullitt
By Hy--

J. F. BULLITT,
OFFICE: BIG STONE GAP, VA.

BULLITT & KELLY,
ATTORNEYS-AT-LAW,
OFFICES AT BIG STONE GAP AND BRISTOL, VA.

JOS. L. KELLY,
OFFICE: BRISTOL, VA.

BIG STONE GAP, VA., March 26,,1901.

"Bullitt Exhibit 6"
May, Cahill,
Notary Public.

Mr. E. J. Huff,
Clover Fork, Ky.

Dear SIR:

I beg to say that Mr. Pardee's sons are willing to take the Little Black Mountain Lands at the price originally agreed upon, and to pay one half of the purchase money in cash, and the balance as soon as you can convey a perfect title thereto, the deed, of course, to contain covenants of General Warranty and other usual covenants; and, in case you should sell them this tract, Mr. Pardee would release you from any charge for surveying this tract, as well as the other two tracts, and would also be willing that you should have the benefit of our abstracts with reference to the other two tracts so that you could if you chose perfect your title thereto. They are, however, unwilling to take either of the ~~two~~ ^{Big} tracts on ^{Big} Black Mountain.

Yours truly,

J. F. Bullitt,
By Hey-

"Bullitt Exhibit 7"
 Mayo Cabell,
 Notary Public

Clower Fork Ky. 12th. Mo. / 1901

J. F. Buller. Atty.
 Bigstone Gap Va.

Dear sir. Sometime
 during last May 1900.
 myself and other heirs of
 William Huff contracted
 to C. Sleep. Agent for
 C. pardee. of Penn.

A certain parcel of
 lands which were to have
 been surveyed ~~and~~

During month of June
 same year and money
 was to have been paid
 for immediately after
 it was run out and
 titles abstracted and
 made perfect.

which Title-papers were
to have been investigated
immediately after the
land was run.

Surveyor Mr. Carmichael
run the land out and
finished sometime in
August. We have never
been able to learn how
many Acres our land
platted nor anything
about the matter since.
We do not know
whether Mr. Pardee still
contemplates paying
us for our land
According to contract
or not.

We are anxious to
learn something

About the matter.

As far as I am concerned I would as soon as rather Mr. Pardee would let the matter drop.

But Mr A. J. Bair and J. C. Wright being heirs to the land are anxious to have the contract filled.

I learn you are Mr. Pardee's Atty. who are looking after his title papers. for the land he contracted in this country. Will you please give me some information concerning the matter

As to whether the
 titles have been
 investigated. And if so
 the conditions of titles?

Also the number
 of Acres the Duff heirs
 land plotted?

And when do you
 think this land will
 be in shape that
 J. Mr. Pardee still
 contemplates paying
 for it. that we can get
 our money on it?

Thanking you in advance
 for any favors you
 may extend to me.

I remain Respectfully.

E. J. Duff.

P.S.

please see other side -

There is some very
 Valuable Timbers on this
 land mentioned above which
 I would have used long
 since had it not been for
 our contract with Mr. Pardee-
 and I shall use it pretty
 soon and also if Mr. Pardee
 does not do something
 pretty soon I shall take
 steps to investigate. and
 shall consider damage.
 and also if he contends
 for the land I shall
 claim interest from
 1st of Sept. to time of
 payment.

Respect.

E. J. W.

File No 2 8

Bullitt Exhibit 8
Mayo Calley
J.P.

Chambers Fork Ky.

Jan. 29th 1901-

J. F. Bullitt Atty.

Bigstone Gap. Va.

Dear Sir -

Yours of 24th inst. to hand.
With regards regarding the
Contract between the
Huff heirs and Mr. Pardie.
will say neither of Huff heirs
are willing to refund any
part of the Advanced \$100.00.

But on my part, I shall
not contend for the enforce-
ment of contract; but the
other heirs say they will.

As to the misrepresentation
of location of the said
lands - that is a matter
wholly between Messrs. Sleep-
& Pardie.

Slemp being Mr. pardus agent.

On our part we did not
make any misrepresentations
and are not responsible for
what Mr. Slemp did.

As to defects in titles
we do not wish to sell any
thing we cannot make &
secure perfect title.

Be feel assured that the
defects are immaterial and
can be easily made right.
With reference to selling
the Little Black lands
separate and a part from
our other lands.

Will say I will be at
Bigstone Gap at any earliest
convenience and see
you in person.

Yours Truly.

E. J. Huff.

10

"Bullitt Exhibit of"
Mays Cabell
Pardee Trust, Pottery, Public

Clower Fork Ky.

Mar. 13th. 1901.

J. F. Bullitt, atty.
Bigstone Gap Va.

Dear sir;

Yours of 7th Inst. to hand
and noted.

We now have another
proposition for Mr. Pardee
or sons consideration.

of Mr. Pardee or sons.
either, feel disposed to take
the Huff heirs lands as
formerly contracted, and
take such title as the Huff
heirs are now able to make
and pay one half as soon
as the Huff heirs convey such
title as are now in them.

And the remainder as soon
as the stuff here make or
cause to be made a good
and perfect title.

Now if this proposition be
approved by Mr. pardee or
sons. let us hear within
the limits of 20 days from
this date. And if not agreeable
to the Messrs. pardees we have
no other offer to make

We feel under some obligations
to let Mr. pardee have our land
notwithstanding we have been
held out of the use of our
money or land for some
time.

Very Truly yours
E. J. Huff.

P.S.

We preferance to sell all our
land but if Mr. pardee preferance we will leave
it to the Messrs. pardees.

2
Barde Ky Lands

(11)

Bullitt Ex. 10
Mayo Cabell
Notary Public

Lower Fork Ky.

Mar. 30th. 1901.

J. F. Bullitt Atty.

Dear Sir:

After thanking you for
your past favors. I will
say in reply to yours
of 26th inst. That on
my part I am not
willing to accept Mr.
Barde's. Some offer for
our little Blackland
separate and a part
from our other lands.
Respectfully yours
E. J. Huff.

Exhibits with
Deposition of
J. F. Bullitt.

File with papers of
Slump vs. Penland

BULLITT, KELLY & HULL,
ATTORNEYS-AT-LAW,
BIG STONE GAP AND BRISTOL, VA.

William Owsley

, Esq.

GOVERNOR OF THE COMMONWEALTH OF KENTUCKY.

To all to whom these Presents shall come, Greeting :

Know Ye, That by virtue and in consideration of a warrant from the Harlan County Court,

there is granted by the said Commonwealth unto John Clarkston assignee of James Farmer, assignee of Wm. Ledford.

a certain Tract or Parcel of Land, containing fifty

acres, by survey, bearing date the 19th day of October

, one thousand eight hundred

and forty six,

, lying and being in the County of Harlan, on the Clover fork of Cumberland

river and bounded as followeth to-wit:- Beginning at a Black Gum a corner to 50 acre survey made in the

name of Thomas Clarkston, then S.40 W.25 poles to a Black Gum, then S.60 W.25 poles to a Maple and Sarvis,

then S.20 E.120 poles to a stake, then N.40 E.95 poles to a stake, then N.41 W.100 poles to the beginning.

with its appurtenances: To Have and to Hold the said Tract or Parcel of Land with its appurtenances, to the said

John Clarkston

and

his

heirs forever.

IN WITNESS WHEREOF, the said William Owsley

, Esq., Governor

of the Commonwealth of Kentucky, hath hereunto set his hand, and caused the Seal of the

said Commonwealth to be affixed, at Frankfort, on the 19th day of July

in the year of our Lord one thousand eight hundred and forty seven

and of the Commonwealth the fifty sixth

BY THE GOVERNOR: W. Owsley



W.D.Reed

Secretary of State.

A copy attest,

L. G. Carter
Auditor

R. L. O.

has a Title to the within Tract of Land.

John Clarkston assignee of James Farmer, assignee of Wm. Bedford.

fifty

October

Harlan, on the Clover fork of Cumberland

river and bounded as follows to-wit: Beginning at a Black Gum corner to 50 acre survey made in the name of Thomas Clarkston, then S. 40 W. 25 poles to a Black Gum, then S. 60 W. 25 poles to a Maple and Service, then S. 20 E. 120 poles to a stake, then N. 40 E. 25 poles to a stake, then N. 41 W. 100 poles to the beginning.

471

Ans
CBS

John Clarkston

GRANT 50 ACRES.

Harlan COUNTY.

"Morris Exhibit 1." -
filed with the deposition of C. B.
Slump, Dec. 22/02, in suit of
C. Slump v. C. Pardu, et al

EXAMINED AND RECORDED.

Mayo Cabell, A.P.

Book #21, Page 210

No. 10359

Fee, \$1.00 paid.

SOWLE PRINTING & ENGRAVING CO., LOUISVILLE, KY.



L. U. K. E. P. B. L. A. C. K. B. U. R. N. , Esq.

GOVERNOR OF THE COMMONWEALTH OF KENTUCKY.

To all to whom these Presents shall come, Greeting :

Know Ye, That by virtue and in consideration of an order from the Harlan County Court, Jan., term 1882.

there is granted by the said Commonwealth unto James Caldiron

a certain Tract or Parcel of Land, containing Two Hundred

acres, by survey, bearing date the 26th day of January

and eighty two

, one thousand eight hundred
^{the} lying and being in the County of Harlan, on Big Black Mountain:-

Beginning at three Sugartrees a corner to a survey made in the name of Boyd ~~Diceon~~, thence with a line of the same N. 60° E. 360 poles to three Lynns, thence S. 160 poles to a stake, thence W. 300 poles to the beginning.

with its appurtenances: To Have and to Hold the said Tract or Parcel of Land with its appurtenances, to the said

James Coldiron

and his heirs forever.

IN WITNESS WHEREOF, the said L. U. K. E. P. B. L. A. C. K. B. U. R. N. , Esq., Governor of the Commonwealth of Kentucky, hath hereunto set his hand, and caused the Seal of the said Commonwealth to be affixed, at Frankfort, on the 3rd day of January in the year of our Lord one thousand eight hundred and eighty three and of the Commonwealth the 91st

BY THE GOVERNOR: L. U. K. E. P. B. L. A. C. K. B. U. R. N.

James Blackburn

Secretary of State.

A copy attest

Guillemette
Anteion



an order from the Harlan County Court, Jan., term 1882.

R. L. O.

James Coldiron

Two Hundred

January

25th

eighty two

Beginning at three Suggests a corner to survey made in the name of Boyd Leeves, thence with a line of the same N. 60° E. 360 poles to three Lynns, thence S. 160 poles to a stake, thence W. 300 poles to the beginning.

has a Title to the within Tract of Land.

West
(1)

East
CBS

James Coldiron

GRANT 200 ACRES.

James Coldiron

Harlan COUNTY.

"Coldiron vs. Exhibit 1."
filed with the deposition of C. B.
Alump, Dec. 11/82, in suit of
C. Alump vs. C. Paden, et al.
EXAMINED AND RECORDED.
Mayo Cabell, Atty.

January

Book # 103, Page 463

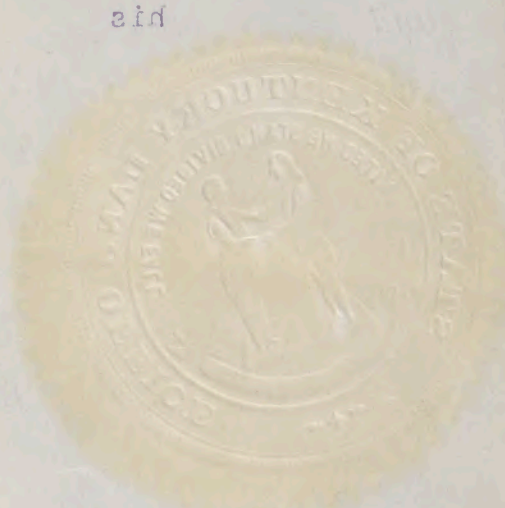
BLACKBURN LUKE

No. 57133

Fee, \$1.00 paid.

SOWLE PRINTING & ENGRAVING CO., LOUISVILLE, KY.

A copy of the



S. B. Buckner, Esq.,

Governor of the Commonwealth of Kentucky.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING.

KNOW YE, That by virtue and in consideration of an order from the Harlan County Court dated September 24th 1887.

there is granted by ~~the~~ said Commonwealth unto

Harman Clarkston

a certain TRACT OR PARCEL OF LAND, containing

Seventy five

acres, by survey, bearing date the

10th

day of

October

one thousand

eight

hundred

and eighty seven, lying and being in the County of Harlan on Razor fork of the lower fork of the Cumberland river and is bounded as follows:

Beginning at a rock and black walnut on the west bank of Rock-house branch about 12 poles from said Clarkston's house thence S 83° W 65 poles to a stake in a field, thence S 20° W 23 poles to a Sugar-tree chestnut and ironwood same course 20 poles 43 in all to a stake on a line of a survey made in the name of John Huff, thence N 60° W 50 poles to a stake, thence N 50° W 75 poles to a stake, thence N 75° E 195 poles to a stake, thence S 5° W 75 poles to the beginning.

Registered November 8th 1887.

with its appurtenances: TO HAVE AND TO HOLD the said Tract or Parcel of Land, with its appurtenances, to the said

Harman Clarkston

and his heirs forever.

IN WITNESS WHEREOF, the said

S. B. Buckner

, Esq., Governor

of the Commonwealth of Kentucky, hath hereunto set his hand, and caused the Seal of the said

Commonwealth to be affixed, at Frankfort, on the 27th day of April

in the year of our Lord one thousand eight hundred and eighty eight, and of the

Commonwealth the ninety sixth

BY THE GOVERNOR:

S. B. Buckner.

Geo. M. Adams

Secretary of State.

Harmon Blacketer has a Title to the within Tract of Land.

R. L. O.

W. S. Blacketer

(H.C. 1)

End
CBS

Harmon Blacketer

GRANT 75 ACRES.

Harlan COUNTY.

Exhibit "Harmon Claim No. 1"
filed with the deposition of C. B.
Slump, Dec. 22/92, in suit of
C. Slump v. C. Parker et al.
Mayo Cabell - A.P.

EXAMINED AND RECORDED.

Book 110, Page 21

No. 61159

BERIAH MAGOFFIN

Esq.

GOVERNOR OF THE COMMONWEALTH OF KENTUCKY.

To all to whom these Presents shall come, Greeting :

Know Ye, That by virtue and in consideration of part of a warrant from the Harlan County Court,

there is granted by the said Commonwealth unto Jno. Garrison assignee of Jonathan Smith

a certain Tract or Parcel of Land, containing One Hundred and Fifty
acres, by survey, bearing date the 25th day of August, one thousand eight hundred
and fifty eight, lying and being in the County of Harlan, on Clover fork of Cumberland
River and bounded as followeth to-wit:-Beginning at a Beech a corner to a 50 acre survey made in the name of
Geo. Brittain standing on the south side of the Big Black Mountain, thence N. 42° E. 22 poles to a large water oak,
course continued in all 100 poles to a stake, thence N. 27° W. 30 poles to a stake, N. 30° E. 140 poles to a stake
on a line of Cherry Flats, thence S. 200 poles to a stake, thence S. 47° W. 175 poles to a stake, thence N. 60° W.
140 poles to a stake, thence N. 100 poles to a stake, thence East 80 poles to a stake, thence S. 27° E. 80 poles to
the beginning.

with its appurtenances: To Have and to Hold the said Tract or Parcel of Land with its appurtenances, to the said

John Garrison

and

his

heirs forever.

IN WITNESS WHEREOF, the said Beriah Magoffin

, Esq., Governor

of the Commonwealth of Kentucky, hath hereunto set his hand, and caused the Seal of the
said Commonwealth to be affixed, at Frankfort, on the 17th day of September
in the year of our Lord one thousand eight hundred and fifty nine
and of the Commonwealth the 68th.

BY THE GOVERNOR: B. MAGOFFIN

Tho. B. Monroe, Jr.

Secretary of State.

A copy attest.

Lucy C. Carter
Auditor



part of a warrant from the Harlan County Court,

R. L. O.

John Garrison assignee of Jonathan Smith

One Hundred and Fifty

August

25th

fifty eight

River and bounded as follows to-wit:-Beginning at a Beech a corner to a 50 acre survey made in the name of Geo. Brittain standing on the south side of the Big Black Mountain, thence N. 42° E. 22 poles to a large water oak, course continued in all 100 poles to a stake, thence N. 2° W. 30 poles to a stake, N. 30° E. 140 poles to a stake on a line of Cherry Flats, thence S. 20° E. 200 poles to a stake, thence S. 47° W. 175 poles to a stake, thence N. 60° W. 140 poles to a stake, thence East 80 poles to a stake, thence S. 27° E. 80 poles to the beginning.

has a Title to the within Tract of Land.

411

See CBS
See CBS

John Garrison

GRANT 150 ACRES.

Harlan COUNTY.

"Garrison Exhibit 1."
filed with the deposition of C. B.
Slump, Dec. 22/02, in suit of
C. Slump v. C. Pardo, et al.
EXAMINED AND RECORDED.
Mayo Cabell, M.D.

Book #55, Page 350.

B. M. A. G. F. I. N.

No. 30816 The B. Monroe, Jr.

Fee, \$1.00 paid.

SOWLE PRINTING & ENGRAVING CO., LOUISVILLE, KY.

A copy attested.



"Dodge Exhibit 1."
filed with the deposition of C. B.
Slump Feb. 11, 1883, in suit of
C. Slump v. C. Pardo, et al.
Mayo Exhibit P.

William Eversole

GRANT 200 ACRES.

Harlan COUNTY:

EXAMINED AND RECORDED.

Book 102, Page 90

No. 56206

Fee \$ 1.00 Paid

GEO. G. FETTER PRINTING CO., LOUISVILLE.



Luke P. Blackburn Esq.

GOVERNOR OF THE COMMONWEALTH OF KENTUCKY.

To all to whom these Presents shall come, Greeting:

Know Ye, That by virtue and in consideration of an order from the Harlan county court
Feb. term 1882

there is granted by the said Commonwealth unto William Eversole

a certain Tract or Parcel of Land, containing two hundred
acres, by survey, bearing date the 14th day of March, eighteen hundred
and eighty-two, lying and being in the County of Harlan, beginning on a chestnut
oak stand ing on the top of the big black mountain corner to a survey made in the name of A. J. Kelly
thence S. 62 W. 50 poles to a dog wood standing on the top of the mountain thence S. 14 E. 640 poles
to a stake, thence N. 62 E. 50 poles to a stake, N. 14 W. 640 poles to the beginning.

with its appurtenances: To Have and to Hold the said Tract or Parcel of Land with its appurtenances, to the said

William Eversole

and his heirs forever.

IN WITNESS WHEREOF, the said L. P. Blackburn, Esq., Governor of the Com-
wealth of Kentucky, hath hereunto set his hand, and caused the Seal of the said
Commonwealth to be affixed, at Frankfort, on the 3rd day of July
in the year of our Lord eighteen hundred and eighty-two
and of the Commonwealth the 91st.

BY THE GOVERNOR:

Luke P. Blackburn

James Blackburn

Secretary of State.

A Copy Attest:

Auditor.



John L. Helm

Esq.

Governor of the Commonwealth of Kentucky,

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, That by virtue and in consideration of *part of a Warrant from the Harlan County Court*

there is granted by the said Commonwealth unto

John Clarkston *agent of William C. Farmer* *agent*

a certain TRACT OR PARCEL OF LAND, containing

One Hundred

acres, by survey, bearing date the

20th

day of

January

, one thousand eight hundred

and *forty eight*

, lying and being in the County of

Harlan on the Razor fork of the

Clover fork and bounded as followeth, to wit. Beginning at three Sugar trees on the
side of a hill on the North side of said fork, corner to a 100 acre survey of Isaac Huffs
thence South with a line of the same 176 poles to three Chestnuts and locust, thence
E 84 poles to a Buckeye, thence N 3 W 140 poles to a Sugar tree and Black oak
beginning corner to said Huffs survey, thence E 10 poles to a Stake, thence
S 10 E 160 poles to a Stake, thence West 100 poles to a Stake, thence N 60 W 80 poles
to a Stake, thence S 9 E 260 poles to a Stake, thence S 9 E 100 poles to the
Beginning - (Registered 22^d November 1850)

with its appurtenances: TO HAVE AND TO HOLD the said Tract or Parcel of Land with its appurtenances, to the said

John Clarkston
and *his* heirs forever.

IN WITNESS WHEREOF, the said

John L. Helm

, Esq., Governor

of the Commonwealth of Kentucky, hath hereunto set his hand, and caused the Seal of the said

Commonwealth to be affixed, at Frankfort, on the

22^d

day of

May

in the year of our Lord one thousand eight hundred and

fifty one

, and of the

Commonwealth the

59th

BY THE GOVERNOR:

J. L. Helm

Secretary of State.

Jos W. Finnell

A Copy attest

J. B. Swango, R. L. O.



R. L. O.

has a Title to the within Tract of Land.

Mr.

Exd
CBS

Copy

John Clarkston

GRANT 100 — ACRES.

Harlan COUNTY

"Morris Exhibit 2"

filed with the deposition of C. B.
Alump, Dec. 12/01, in suit of

EXAMINED and RECORDED

C. Lump "C. Vander et al,
Mayo Cabell, A.P.

Book 33, Page 112.

No. 16937.

Jan 100 paid

State of Kentucky }
County of Fisher } Sci

I W^m M. Howard Deputy Clerk for
J. M. Howard Clerk of the County Court
of the County aforesaid do certify
that on this day the foregoing deed
was produced to me in the County
aforesaid and acknowledged and
delivered by Granville Garrison &
wife Isaac Garrison & wife
John B. Garrison & wife Ellen
Garrison & wife, Simon Garrison
John Muncy & wife, William Cornick
& wife Irvin Cornick & wife, John
Napier & wife, Clem North & wife
to be their free act and deed
all of which is certified to the proper
officer. Witness my hand this 22nd
23rd 24th & 25th day of August 1887

W^m M. Howard Deputy Clerk
For J. M. Howard C. L. C. C.

State of Kentucky }
County of Harlan } Sci

I W. C. L. Huff Clerk of the County
Court for the County and State aforesaid
do certify that the foregoing deed of
conveyance from Granville Garrison
re to William Blair re was produced
to me in my office duly certified
to have been acknowledged before
W^m M. Howard a Deputy Clerk
for Fisher County on the 22nd, 23rd

follows to wit: Beginning at a bush
a corner to a fifty acre survey made
in the name of George Brittain
standing on the South side of the
Big Black Mountain thence N 42 E 22
poles to a large water oak corner
continued in all 100 poles to a stake
thence N 27 W 30 poles to a stake N 30 E 140
poles to a stake on a line of the Cherry
flat thence S 200 poles to a stake; thence
S 47 W 175 poles to a stake; thence N 60 W
140 poles to a stake thence N 100 poles to
a stake, ^{thence E 80 poles to a stake -} thence S 27 E 80 poles to the
Beginning, to have and to hold the
same with all the appurtenances
thereon, to the second party his heirs
and assigns forever with covenants
of General Warranty, in testimony
whereof witnesses our signatures this
10th day of December 1884

Granville Garrison

Melinda ^{her} x Cornette

Melinda J. ^{her} x Garrison

Wm ^{her} Cornette

Isaac Garrison Nancy ^{her} x Garrison

Simon ^{his} x Garrison Martha ^{her} x Garrison

E. Garrison Martha ^{her} x Garrison

J. B. ^{his} x Garrison Louisa ^{her} x Garrison

Irvin ^{his} x Horstius Rebecca ^{her} x Horstius

Stacy ^{her} x North Jane ^{her} x Muncy

John Muncy

Reuben ^{her} x Garrison

Granville Garrison &c }
do }

William Blair &c }

Deed

This deed between Granville Garrison
& wife Isaac Garrison & wife John
B. Garrison & wife, Elisha Garrison &
wife, Simeon Garrison & wife,
John Muncy & wife, William
Cornette & wife, Irvin Hoskins &
wife, John Napier & wife & Clem
North & wife, heirs of John Garrison
deceased of the County of Leslie
& State of Kentucky of the first part
and William Blair, J. C. Blair, Enoch
Blair, L. W. Blair, John S. Blair
Absalom Blair, Sally Blair & Polly
Blair heirs of Absalom Blair deceased
of Harlan Perry & Sitcher Counties and
State aforesaid of the second part
Witnesseth that the said parties of the
first part in consideration of the
sum of in hand paid, the receipt
of which is hereby acknowledged do
hereby sell, grant and convey to the
party of the second part their heirs
and assigns the following described
property viz, A certain tract or parcel
of land containing one hundred &
fifty acres by survey bearing date
25th day of August 1808 lying and being
in the County of Harlan on Clover Fork
of Cumberland River & bounded as

24th + 25th day of August 1887 by
the said parties of the first part to be
each of their act & deed, and the
same with this and the foregoing
certificate is duly recorded in my
office, ~~from under~~ my hand this
24th day of September 1887

W. C. L. Wiff C. H. C. C.
G. Bailey D. C.

By

"Garrison Exhibit 2."

Filed with the deposition of
R. B. Shub. Dec 22/87 in
suit of C. Shump v. C. Parry, et al.
Mayo, Cabell, et al.

D. B. J. p-608

Ex'd
C. B. A.

William Blair et al

Deed

To

Garrison Garrison et al

42

Luke P. Blackburn Esq.

GOVERNOR OF THE COMMONWEALTH OF KENTUCKY.

To all to whom these Presents shall come, Greeting:

Know Ye, That by virtue and in consideration of an order from the Harlan county court
Feb. term 1882

there is granted by the said Commonwealth unto Zachariah Fugate

a certain Tract or Parcel of Land, containing two hundred
acres, by survey, bearing date the 14th day of March, eighteen hundred
and eighty-two, lying and being in the County of Harlan beginning on a dog-

Wood standing on the top of the big black mountain, corner to a survey in the name of Wm. Eversole
thence S. 62 W. with the top of the mountain 50 poles to a poplar thence S. 14 E. 640 poles to a stake
thence N. 62 E. 50 poles to a stake, thence N. 14 W. 640 poles to the beginning.

with its appurtenances: To Have and to Hold the said Tract or Parcel of Land with its appurtenances, to the said

Zachariah Fugate

and his heirs forever.

IN WITNESS WHEREOF, the said Luke P. Blackburn, Esq., Governor of the Com-
wealth of Kentucky, hath hereunto set his hand, and caused the Seal of the said
Commonwealth to be affixed, at Frankfort, on the 3rd day of July
in the year of our Lord eighteen hundred and eighty-two
and of the Commonwealth the 91st

BY THE GOVERNOR:

Luke P. Blackburn

Jas. Blackburn

Secretary of State.

A Copy Attest:

Auditor.



"~~Bridge~~ Exhibit 2"
filed with the deposition of C. B.
Slump. Feb 11/03, in suit of
C. Slump v. C. Pardo, et al

Mayo Cabell, A.P.

Z. Fugate

GRANT 200 ACRES.

Harlan COUNTY:

EXAMINED AND RECORDED.

Book 102, Page 38

No. 56154

Fee \$ 1.00 paid.

GEO. G. FETTER PRINTING CO., LOUISVILLE.



J. Proctor Knott, Esq.,

Governor of the Commonwealth of Kentucky,

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOWN YE, That by virtue and in consideration of an Order from the Harlan County Court Jan'y Term 1882 there is granted by said Commonwealth unto

J. B. Wilson
a certain TRACT OR PARCEL OF LAND, containing Two hundred acres, by survey, bearing date the 26th day of January, one thousand Eight hundred and Eighty two lying and being in the county of

Harlan on the Big Black Mountain and bounded as followeth, to wit: Beginning at three l'ns corner to a Survey of James Goldinors standing on a line of a Survey made in the name of Boid Dicsen, thence with said line N 60 E 200 pol to two sugartrees, thence S 160 pol to a stake, thence S 60 W 200 pol to a stake, thence N 160 pol to the beginning -

with its appurtenances; TO HAVE AND TO HOLD the said Tract or Parcel of Land, with its appurtenances, to the said

J. B. Wilson
and his heirs forever.

IN WITNESS WHEREOF, The said J. PROCTOR KNOTT, Esq., Governor of the Commonwealth of Kentucky, hath hereto set his hand, and caused the Seal of the said Commonwealth to be affixed, at Frankfort, on the 16th day of October in the year of our Lord one thousand eight hundred and Eighty three, and of the Commonwealth the 92^d

BY THE GOVERNOR:

J. A. McKenzie
Secretary of State.

Proctor Knott



J B Wilson has a Title to the within Tract of Land.

J B Wilson, E. L. O.
By Wm A Corbett and O

(C2)

Exd
CBS

J B Wilson

Grant *200* Acres.

Harlan County.

"*Caldwin, vs. Exhibit 2*"
filed with the deposition of C. B.
Hump, Dec. 22/22, in suit of
C. Hump vs. C. Parley, et al.
Examined and Recorded.
Mayo Cahill, M.P.

Book *103*, Page *484*

No. *57134*



Luke P. Blackburn, Esq.

GOVERNOR OF THE COMMONWEALTH OF KENTUCKY.

To all to whom these Presents shall come, Greeting :

Know Ye, That by virtue and in consideration of *an order from the Harlan County Court, Feb. term '87.*

there is granted by the said Commonwealth unto *William Standifer*

a certain Tract or Parcel of Land, containing *Two Hundred* acres, by survey, bearing date the *14th* day of *March*, one thousand eight hundred and *Eighty Two*

, lying and being in the County of *Harlan*, Beginning on *a Poplar standing onst the Big Black Mountain* corner to a survey made in the name of *Zachariah Fugate* Thence *S 62 W 50 poles* to a Chestnut of the Mountain. Thence — *14 E 64 poles* to a stake, Thence — *62 E 50 poles* to a stake, *W 14 N 64 poles* to the Beginning

with its appurtenances: To Have and to Hold the said Tract or Parcel of Land with its appurtenances, to the said

W^m Standifer

and *his*

heirs forever.

IN WITNESS WHEREOF, the said *Luke P. Blackburn*, Esq., Governor of the Commonwealth of Kentucky, hath hereunto set his hand, and caused the Seal of the said Commonwealth to be affixed, at Frankfort, on the *27th* day of *October* in the year of our Lord one thousand eight hundred and *Eighty Two*, and of the Commonwealth the *Ninety First*

BY THE GOVERNOR:

Luke P. Blackburn

James Blackburn

Secretary of State.

A copy attest

W. H. Cantler
Clerk



"Dodge Exhibit 3"
filed with the deposition of C.D.
Hump Feb 11/83 in suit of
C. Hump v. C. Parden, et al
Mayo Cabell et al

William Standefer

GRANT 200 ACRES.

Harlan COUNTY.

EXAMINED AND RECORDED.

Book 103, Page 48

No. 56718
Fee \$400.00

SOWLE PRINTING & ENGRAVING CO., LOUISVILLE, KY.

R. L. O.

has a Title to the within Tract of Land.

ok.

End
C. B. S.

John Blackstan }
To. } Deed.

Richard Morris }

Know all men by these presents,
That John Blackstan of Kentucky, in the
County of Harlan in consideration of the
sum of Two hundred and Ten dollars
paid to me by Richard Morris of the
County and State aforesaid the receipt
whereof is herewith acknowledged do
hereby give grant bargain sell and
convey unto the said Richard Morris
his heirs and assigns a certain tract
or parcel of land containing two hundred
and fifty acres by survey lying and
being in said County on the waters of
Razor Fork of the Clovers Fork of Cumberland
River with the buildings and the privileges
thereunto belonging and bounded and
described as follows to-wit:- Beginning at
a Black Gum a corner to a fifty acre
survey made in the name of Thomas
Clark. Thence S. 40 N. 25 poles to a Black
Gum. Thence S 60 N 25 poles to a maple
and service. Thence S 20 E. 120 poles to a
stake. Thence N 40 E 95 poles to a stake.
Thence N 41. N 100. poles to the beginning.
Thence S 40 N to the Rock House Creek
thence Northwardly up said Creek 80 poles
to a stake. thence Southwardly to three sugar
trees. Thence S. with the line 176 poles to
three chestnuts and Locusts. Thence E 84

1 poles to a Buckeye, Thence N 37 1/2 140
2 poles to a Sugar Tree and oak, Corner
3 beginning corner to said Huffs survey
4 Thence E. 10 poles to a stake, Thence S 10.
5 E 160 poles to a stake, Thence N. 100 poles
6 to a stake, Thence N 60 7/8 80 poles to a
7 stake Thence N 9 E 260 poles to a stake.
8 Thence S 9. E 900 to the beginning to have
9 and to have the above granted premises
10 to the said Richard Morris his heirs and
11 assigns to his and their use and behoof
12 forever and I the said John Clark for
13 myself and my heirs, executors and
14 administrators do covenant with the said
15 Richard Morris his heirs and assigns
16 that I am lawfully seized in fee
17 simple of the aforesaid granted premises
18 that they are free from all incumbrances
19 that I have good right to sell and convey
20 unto the said Richard Morris his heirs
21 and assigns forever as aforesaid and
22 that I will and my heirs, executors and
23 administrators shall warrant and
24 defend the same to the said Richard
25 Morris his heirs and assigns forever
26 against the lawful claims and
27 demands of all persons. In witness
28 whereof the said John Clark and Sally
29 Clark wife of the said John Clark in
30 token of her release of ~~her interest~~ of all
31 right and title of or to dower in the ~~granted~~
32 premises have hereunto set our hand and

and seal. This 3rd day of January 1857.
sealed & and delivered in presence of us
Witness John S. Morris John Clarkston **SS**
M. Lawwood.

State of Kentucky,
County of Harlan & Ch.

I Jas B. Howard Clerk of The
County Court for the County aforesaid do
certify That This deed from John Clarkston to
Richard Morris was this day produced
to me in my office and was acknowledged
by said John Clarkston to be his act
and deed and said deed together with
this certificate is duly recorded in my
office. Given under my hand This
7 day of July. 1858.

Jas. B. Howard Clerk.
Recorded in Dub Book "C" P 26 & 27.

(M3)

Cohy 7-21

John Clarkston

to

Richard Morris,

Ex'r

C. B. S.

"Morris Exhibit 3."

Filed with the deposition of C. B.
Slump, Dec. 22/02, in suit of
C. Slump v. C. Pardo, et al -
Mayo Cabell, A.P.

Luke P. Blackburn Esq.

GOVERNOR OF THE COMMONWEALTH OF KENTUCKY.

To all to whom these Presents shall come, Greeting:

Know Ye, That by virtue and in consideration of an order from the Harlan county court dated Feb. term 1882

there is granted by the said Commonwealth unto Wiley Couch

a certain Tract or Parcel of Land, containing two hundred acres, by survey, bearing date the 14th day of March, eighteen hundred and eighty-two, lying and being in the County of Harlan beginning on a chest-

nut standing on the top of the big black mountain corner to a survey made in the name of William Sandifer, thence S. 62 W. 50 poles with the top of the mountain to a lynn thence S. 14 E. 640 poles to a stake, thence N. 62 E. 50 poles to a stake, thence N. 14 W. 640 poles to the beginning.

with its appurtenances: To Have and to Hold the said Tract or Parcel of Land with its appurtenances, to the said

Wiley Couch

and his heirs forever.

IN WITNESS WHEREOF, the said Luke P. Blackburn, Esq., Governor of the Commonwealth of Kentucky, hath hereunto set his hand, and caused the Seal of the said Commonwealth to be affixed, at Frankfort, on the 3rd day of July in the year of our Lord eighteen hundred and eightytwo and of the Commonwealth the 91st

BY THE GOVERNOR:

Luke P. Blackburn

James Blackburn

Secretary of State.



A Copy Attest:

W. G. Carter

Auditor.

" Dodge Exhibit 4. "
filed with the deposition of C. B.
Slump, Feb 11/03, in suit of
C. Slump v. C. Pardo, et al
Mayo Cabell, J.P.

Wiley Couch

GRANT 200 ACRES.

Harlan COUNTY:

EXAMINED AND RECORDED.

Book 102 Page 68

No. 56184

Fee \$ 1.00 Paid

GEO. G. FETTER PRINTING CO., LOUISVILLE.

Harmon H. Clark & wife

To

Deed.

Campbell Slump

This deed of conveyance made and entered into between Harmon H. Clark and Nancy Clark his wife of the County of Harlan and State of Kentucky, parties of the first part and Campbell Slump of the County of Lee and State of Virginia party of the second part; witnesseth that for and in consideration of the sum of Thirty five dollars in hand paid the receipt whereof is hereby acknowledged, the aforesaid parties of the first part do grant bargain sell & convey unto the aforesaid party of the second part, a certain tract of land patented to the aforesaid Harmon H. Clark, on the 20th day of January 1888, situated in the County of Harlan & State of Kentucky on the south side of the Big Black Mountain on the head waters of Ruzors fork of the Clover fork of Cumberland river, and bounded as follows to wit: Beginning at an ash corner to a hundred acre survey made in the name of Campbell Slump, thence N. 55 E. 54 poles to a birch and sugar tree, N. 38 E. 44 poles to a chestnut and birch, N. 62 E. 50 poles to a cucumber and white oak, then north 54 poles to a stake, then S. 60 W. 100 poles to a chestnut N. 62 W. 124 poles to a chestnut, then S 52 W. 66 poles to two chestnuts, S. 25 W. 42 poles to a chestnut, then S 66 W. 28 poles to a maple & chestnut corner to said

Campbell Slumps survey, then S 70 E 185 poles to
the beginning, containing one hundred and
twenty five acres more or less. The said first
parties also convey any interest they may
have in a one hundred acre survey made
about the same time of the above survey
and patented in the name of Campbell
Slump; also convey any interest they
may have in a survey made in the name
of Mrs. L. Dixon for 200 acres, made about
the same time; In consideration of the
premises, the aforesaid parties of the first
part, do Covenant with the aforesaid
party of the second part that they will warrant
speciaily the lands hereby conveyed. Witness the
following signatures & seals this the 5th day of
July 1888

Hannon ^{his} H. Black ^(seal)
Nancy ^{her} Black ^(seal)

State of Kentucky
County of St. Louis

I W. C. L. Huff Clerk of the St. Louis
County Court for the County and State aforesaid
Certify that the foregoing deed of conveyance from
Hannon H. Black and Nancy Black his wife to
Campbell Slump was on the 5th day of July 1888
produced to me in said County and State and
acknowledged before me by Hannon H. Black
and Nancy Black his wife party grantors thereto to
be their act and deed. Nancy Black was exam-
ined separate and apart from her husband and said
she was willing for the foregoing deed of conveyance

to be placed upon record and did not wish
to retract it.

Given under my hand this July 5th 1888.

W. C. G. Huff Clerk.

By William R. Bailey D. C.

State of Kentucky

County of Harlan ~~County~~ set.

I M. G. Bailey Deputy for W. C. G. Huff Clerk
of the Harlan County Court do certify that
the foregoing deed was this day lodged in my
office for record, where upon said deed
together with the foregoing and this Certificate
has been duly recorded in my office.

Given under my hand this 11th day of Sept.
1888.

W. C. G. Huff Clerk

By M. G. Bailey D. C.

State of Kentucky

County of Harlan ~~County~~ set.

I A. B. Cornett Clerk of the Harlan County
Court, do certify that the foregoing instru-
ment of written matter is a true and
correct copy of the record of a deed from
Harmon H. Clark and Honey Clark to Campbell
Slump as appears of record in my office.

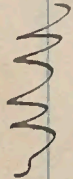
Given under my hand this April. 15th 1896.

A. B. Cornett Clerk

Harlan County Court.

H.C. 4

Harmon H. Clarke & Co.

To  Deeds

Campbell Slump

Exhibit, "Harmon Clariston 4,"
filed with the deposition of C. B.
Slump, Dec. 22/02, in suit of
C. Slump v. C. Pardee et al
Mayo Cabell, N. P.

Recorded in Deed Book
4 Page 106.

Luke P. Blackburn Esq.

GOVERNOR OF THE COMMONWEALTH OF KENTUCKY.

To all to whom these Presents shall come, Greeting:

Know Ye, That by virtue and in consideration of an order from the Harlan county court
Feb. term 1882

there is granted by the said Commonwealth unto Ira Couch

a certain Tract or Parcel of Land, containing two hundred
acres, by survey, bearing date the 14th day of March, eighteen hundred
and eighty-two, lying and being in the County of Harlan beginning on a Lynn

standing on top the big black mountain, corner to a survey in name of Wiley Couch there e S. 62 W.

with the top of the mountain 50 poles to a buckeye, thence S. 14 E. 640 poles to a stake, thence N.

62 E. 50 poles to a stake, thence N. 14 W. 640 poles to the beginning.

with its appurtenances: To Have and to Hold the said Tract or Parcel of Land with its appurtenances, to the said
Ira Couch

and his heirs forever.

IN WITNESS WHEREOF, the said L. P. Blackburn, Esq., Governor of the Com-
wealth of Kentucky, hath hereunto set his hand, and caused the Seal of the said
Commonwealth to be affixed, at Frankfort, on the 3rd day of July
in the year of our Lord eighteen hundred and eighty-two
and of the Commonwealth the 91st

BY THE GOVERNOR:

Luke P. Blackburn

James Blackburn

Secretary of State.

A Copy Attest: Auditor.



"Dodge Exhibit 5."
filed with the deposition of C. B.
Slump, Feb 11/83, in suit of
C. Slump v. C. Pardo, et al
Maye Cabell, et al

Ira Couch

GRANT 200 ACRES.

Harlan COUNTY:

EXAMINED AND RECORDED.

Book 102, Page 67

No. 56183

Fee \$ 1.00 Paid

GEO. G. FETTER PRINTING CO., LOUISVILLE.

This Deed of Conveyance made
& entered into this the 23rd day
of November 1901 between A. J.
Kelly & Elizabeth Kelly his wife
of the County of Umatilla State of
Oregon Parties of the first part
& Campbell Slump of the County
of Wise State of Virginia Party
of the second part witnesseth
that for and in consideration
of the sum of Ten dollars in
hand paid the receipt of which
is hereby acknowledged the
aforesaid first parties do
grant, bargain, sell, convey,
release & quit claim unto
the said Campbell Slump
their undivided interest in
a certain tract of land, sur-
veyed & patented in the name of
Thomas Morris in about the
year 1848, situated on the lower
fork of Cumberland River in
the County of Harlan & State of
Kentucky & bounded & described
as follows To wit - Beginning
at two beeches on the north

side of said Fork, Corner to another 100 acre survey of said Thomas. Morris on the point of a ridge opposite the mouth of Razors Fork, then S 25 E 20 poles to a buckeye & sycamore on the north bank of said Clow Fork then N 38 E crossing Razors Fork 5-8 poles to a stake, then N 61 W 38 poles to a beech & poplar then N 27 W 94 poles to two beeches then S 87 W 200 poles to a stake then S 64 E 260 poles to the Beginning, Containing 100 acres more or less - To have & to hold unto the said Campbell Slump, his heirs & assigns forever & the aforesaid first parties warrant from themselves & their heirs and all claiming in, by & through them witnesses the following signatures & seals this the day and date above written -

Witness to signatures

M. J. Robinson
N. A. Davis

O. J. Kelly

Elizabeth Kelly

Seal

Seal

State of Oregon
County of Umatilla } ss

I N. A. Davis a Notary Public in and for the State and County aforesaid do certify that this instrument of writing dated 23rd day of November 1900 from A. J. Kelly and Elizabeth Kelly his wife parties grantors thereto was this day produced by the said A. J. Kelly and Elizabeth Kelly his wife ~~and~~ which was acknowledged by the said A. J. Kelly to be his act and deed and the contents and effect of the instrument being explained to the said Elizabeth Kelly by me separately and apart from her husband she thereupon declared that she did freely and voluntarily execute and deliver the same to be her act and deed and consented that the same might be recorded.

Given under my hand and seal of office this Feb - 12th 1901

My Commission expires July 1/1901 N. A. Davis N.P.

State of Kentucky 3
County of Harlan 3 set

I J. F. Stidmore Clerk of the
County Court for the County and State
aforesaid Certify that the foregoing
instrument of writing was this
day lodged for record. Whereupon the
same with the foregoing and this
Certificate have been duly recorded
in my Office in blue Book W fol. 414
Witness my hand this the 7th day of March 1901

J. F. Stidmore Clerk
By A. H. Howard DC

R20 Deed (7711.5)

A. J. Kelly

+ Elizabeth Kelly

to

Campbell Slump

DB U P41K

"Tom Morris Exhibit 5"

filed with the deposition of C. R.
Slump, Dec. 22nd 1902, in suit of
C. Slump v. C. Pender, et al,
Mayo Cabell, A. P.

This Deed of Conveyance made
& entered into this the 23rd day
of November 1901 between A. J.
Kelly & Elizabeth Kelly his wife
of the County of Umatilla State of
Oregon Parties of the first part
& Campbell Slump of the County
of Wise State of Virginia Party
of the second part witnesseth
that for and in consideration
of the sum of Ten dollars in
hand paid the receipt of which
is hereby acknowledged the
aforesaid first parties do
grant, bargain, sell, convey,
release & quit claim unto
the said Campbell Slump
their undivided interest in
a certain tract of land, sur-
veyed & patented in the name of
Thomas Morris in about the
year 1848, situated on the lower
fork of Cumberland River in
the County of Harlan & State of
Kentucky & bounded & described
as follows To wit - Beginning
at two beeches on the north

side of said Fork, Corner to an
other 100 acre survey of said
Thomas. Morris on the point
of a ridge opposite the mouth
of Razors Fork, then S 25 E 20 poles
to a buckeye & sycamore on the
north bank of said Razor Fork
then N 38 E Crossing Razors Fork
5-8 poles to a stake, then N 61 W
38 poles to a beech & poplar
then N 27 W 94 poles to two
beeches then S 87 W 200 poles
to a stake then S 64 E 260 poles
to the Beginning, Containing 100
acres more or less - To have
& to hold unto the said Campbell
Slomp, his heirs & assigns for
ever & the aforesaid first
parties warrant from them-
selves & their heirs and all clai-
ming in, by & through them
witness the following signa-
tures & seals this the day and
date above written -

Witness to signatures

M. J. Robinson
N. A. Davis

O. J. Kelly

Elizabeth Kelly

Seal

Seal

Luke P. Blackburn Esq.

GOVERNOR OF THE COMMONWEALTH OF KENTUCKY.

To all to whom these Presents shall come, Greeting:

Know Ye, That by virtue and in consideration of an order from the Harla county court Feb. term 1882

there is granted by the said Commonwealth unto James Field's Sr.,

a certain Tract or Parcel of Land, containing two hundred
acres, by survey, bearing date the 14th day of March, eighteen hundred
and eighty-two, lying and being in the County of Harlan beginning on a buckeye

standing on top the Big Black mountain corner to a survey in the name of Ira Couch, thence S. 62 W.

with the top of the mountain, 50 poles to an ash, thence S. 14 E. 640 poles to a stake, thence N. 62 E.

50 poles to a stake, thence N. 14 W. 640 poles to the beginning.

with its appurtenances: To Have and to Hold the said Tract or Parcel of Land with its appurtenances, to the said

James Fields Sr.,

and his heirs forever.

IN WITNESS WHEREOF, the said Luke P. Blackburn, Esq., Governor of the Commonwealth of Kentucky, hath hereunto set his hand, and caused the Seal of the said Commonwealth to be affixed, at Frankfort, on the 3rd day of July in the year of our Lord eighteen hundred and eighty-two and of the Commonwealth the 91st

BY THE GOVERNOR:

Luke P. Blackburn

James Blackburn

Secretary of State.



A Copy Attest:

L. G. Cault

Auditor.

" Dodge Exhibit 6 -"
filed with the deposition of C. B.
Slump Feb 11/03, in suit of
C. Slump vs. C. Pardo, et al
Mayo Cabell, Atty

J. Fields Sr.

GRANT 200 ACRES.

Harlan COUNTY:

EXAMINED AND RECORDED.

Book 102, Page 37

No. 56153

Fee \$ 1.00 Paid


GEO. G. FETTER PRINTING CO., LOUISVILLE.

THIS DEED, made this Feby. 26, 1901, by and between the Cumberland Valley Land Company, party of the first part; and Campbell Slemph, of Wise County, Virginia, party of the second part;

WITNESSETH: That for and in consideration of the sum of one dollar this day paid to said first party and other valuable consideration, the receipt of which is hereby acknowledged, said first party hereby grants and conveys, with general warranty, unto said second party, all of that certain tract or parcel of land lying in Harlan County, Kentucky, on the southern side of Big Black Mountain, being a part of the land granted by the Commonwealth of Kentucky to John Garrison, by patent dated Sept. 17, 1859, and a part of the land conveyed by Granville Garrison et al to William Blair et al, and the land conveyed by Wm. Blair et al., Blair et al, to said first party; and described as follows: Beginning at a beech, second corner of the Geo. Brittain 50 acre Rockhouse patent, standing on the south side of Big Black Mountain, thence N 43 E 92 poles, more or less, with the second line of said tract to a stake at its intersection with a line of the Boyd Dickenson 25000 acre survey, thence with said Dickenson line N 61-1/2 E 72 poles to a stake at the intersection of said Boy Dickenson line and the line of the said Garrison patent which runs south 200 poles, thence with said last mentioned line south 79 poles to a stake, the southeastern corner of said Garrison patent tract, thence S 47 W 175 poles to a stake, thence N 60 W 128 p. to a stake on the aforesaid Boyd Dickenson line, thence with said last mentioned ^{line,} N 61-1/2 E 117 poles to a stake on the last line of said Garrison patent (being also a line of the aforesaid Geo. Brittain 50 acre patent), thence S 27 E 26-1/2 poles to the Beginning, containing 100-47/100 acres



--2--



more or less.

TO HAVE AND TO HOLD unto said second party, his heirs and assigns, forever in fee simple.

IN TESTIMONY said first party has caused these presents to be signed by its president and its corporate seal to be hereunto affixed.

CUMBERLAND VALLEY LAND COMPANY,

By Vincent Boreing, President.

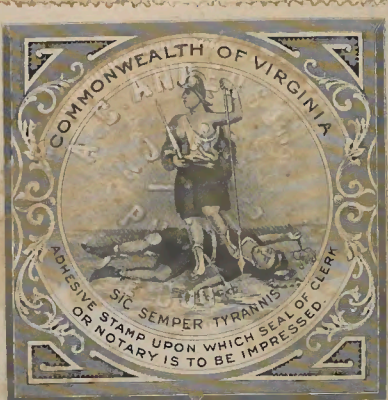
State of Virginia, County of Wise, to-wit:

I, A. C. Anderson, a Notary Public in and for the county aforesaid, in the state of Virginia, hereby certify that the foregoing instrument of writing from Cumberland Valley Land Company to Campbell Slemph, was this day produced to me by Vincent Boreing, the president of said Company, who this day acknowledged the said instrument to be the act and deed of said Company; who also stated and acknowledged that he, as president of said Company, was and is authorized and empowered to execute said instrument as and for the deed of said Company; and that the corporate seal thereto affixed is the seal of said Company and that said seal was duly affixed thereto.

Given under my hand and seal of office this 10th day of April, 1901. *My Commission expires 29th day of November, 1903.*

A. C. Anderson,

Notary Public.



--3--

State of Kentucky, County of Harlan, to-wit:

In the office of the Clerk of the County Court of Harland County, Kentucky, the foregoing deed from Cumberland Valley Land Company to Campbell Slemp, dated February 26th, 1901, was on the 15 day of April, 1901, lodged in my said office for record, ^{properly stamped} and the said deed with the certificate of acknowledgment thereto was duly recorded in my said office on the 16 day of April, 1901.

J. F. Skidmore, Clerk.

By Wade Skidmore, D. C.

96
Cumberland Valley Land Co.

To { Deed

Campbell Slump.

Recorded in
Deed Book U
Page 484.

"Garrison Exhibit C"
filed with The deposition of C. B.
Slump, Dec. 22/02/ in suit of
C. Slump v. C. Paden, et al -
Mayo Cabell, A.P.

Luke P. Blackburn Esq.

GOVERNOR OF THE COMMONWEALTH OF KENTUCKY.

To all to whom these Presents shall come, Greeting:

Know Ye, That by virtue and in consideration of an order from the Harlan county court Feb. term 1882

there is granted by the said Commonwealth unto E. C. Napier

a certain Tract or Parcel of Land, containing two hundred acres, by survey, bearing date the 14th day of March, eighteen hundred and eighty-two, lying and being in the County of Harlan, Beginning on an ash

standing on top of the Big black mountain, corner to a survey in name of James Fields Sr., thence S.

62 W. with the top of the mountain, ^{50 poles} to an ash, thence S. 14 E. 640 poles to a stake, thence N. 62 E.

50 poles to a stake, thence N. 14 W. 640 poles to the beginning.

with its appurtenances: To Have and to Hold the said Tract or Parcel of Land with its appurtenances, to the said

E. C. NAPIER

and his heirs forever.

IN WITNESS WHEREOF, the said Luke P. Blackburn, Esq., Governor of the Commonwealth of Kentucky, hath hereunto set his hand, and caused the Seal of the said Commonwealth to be affixed, at Frankfort, on the 3rd day of July in the year of our Lord eighteen hundred and eighty-two and of the Commonwealth the 91st

BY THE GOVERNOR:

Luke P. Blackburn

James Blackburn

Secretary of State.

A Copy Attest:

James G. Carter Auditor.



"Dodge Exhibit 7."
filed with the deposition of C. B.
Hump Feb 11/03 in suit of
C. Hump v. C. Pardy, et al
Maya Cabell, M.P.

E. C. M PIER

GRANT 200 ACRES.

Harlan COUNTY:

EXAMINED AND RECORDED.

Book 102, Page III

No. 56227

Fee \$ 1.00 Paid.

GEO. G. FETTER PRINTING CO., LOUISVILLE.

THIS DEED, made and entered into this 28 day of March, 1901, by and between Lavinia Napir, of Wise County, Virginia, party of the first part, and C. Slemp, of Big Stone Gap, Virginia, party of the second part,

WITNESSETH: That for and in consideration of the sum of One Dollar, cash in hand paid, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant, convey, release and quit claim unto the said party of the second part all her right, title and interest as one of the children and heirs at-law of John Garrison, dec'd. in and to all that certain tract or parcel of land lying in Harlan County, Kentucky, on the Big Black mountain and the waters of the Clover Fork of Cumberland River, which was patented by the Commonwealth of Kentucky to John Garrison by patent dated 17th day of September, 1859, containing 150 acres, more or less, which patent is hereby referred to for a more particular description of said land.

To have and to hold unto the said party of the second part, his heirs and assigns in fee simple.

Whereunto witness the following signature this the day and year first above written.

^{her}
Lavinia X Napir
_{mark}

Virginia, Wise County, to-wit:

I, A.C. Anderson, a Notary Public in and for the County aforesaid, in the state of Virginia, certify that this instrument of writing from Lavinia Napir to C. Slemp, dated 28 day of March, 1901, was this day presented to me by the said Lavinia Napir and was acknowledged by her to be her

act and deed. Given under my hand and seal of office this the

5th day of April, 1901.

A. C. Anderson, N. P.

My commission expires on

the 29th day of November, 1903.



State of Kentucky, County of Harlan, to-wit:

In the Clerk's Office of the county court of Harlan County, Kentucky: The foregoing deed from Lavinia Napir to C. Slemp, dated 18th day of March, 1901, was on the 9th day of April, 1901, lodged in my said office for recordation, and the said deed with the certificate of acknowledgment and this certificate was duly recorded in my said office on the 9th day of April, 1901.

J. F. Stickmore, CLERK
By _____, D.C.

(47)
Lavinia Napier

To Deed

C. Slump

Recorded in deed

Book U Page 480.

"Garrison Exhibit 7."

Filed with the deposition of C. B.
Slump, Dec. 22/01, in suit of
C. Slump v. C. Pardon, et al.
Mayo Cabell, A.P.

179
En'd
Correct copy
C.B.S.

174

JOHN P. MORTON & Co.,
INCORPORATED,
LOUISVILLE, KENTUCKY.

6 K

James Green
To

J.B. Wilson

This Indenture made this the
19th day of June 1888. Between
James Green of the County of Bell
and State of Kentucky, of the first
part. And J.B. Wilson of the County
of Harlan and State of Kentucky
of the second part witnesseth
that for and in consideration
of the sum of \$50⁰⁰ to him in
hand both paid the receipt
whereof is hereby acknowledged
both bargained and sold unto
J.B. Wilson a certain tract or
parcel of land lying in Harlan
County Kentucky and bounded as
followeth to-wit: Beginning at two
roster oaks Stephen McNeill corner
thence N 60. E 200 poles to a stake:
thence S 160 po to a stake; thence
S 60 N. 200 po to a stake; thence N 160
to the beginning. To have and to
hold the foregoing property from
me and my heirs forever and I
will warrant and defend from
myself and my heirs in testimony
whereof I have hereunto set my
hand the day and date above written
James ^{his} Green
mark

State of Ky.

County of Bull.

This day James Green appeared before
and acknowledged this to J. B. Wilson
to be his act and deed there.

Given under my hand and seal
this the 19th day of June 1888
and certify to the clerk of the
Horton County Clerk for record

J. F. Slusher Clerk Bull Co.

By J. F. Miracle D. B. C.

State of Kentucky }
County of Norton } Sec.

I W. C. L. Huff clerk of the
Horton county court, certify
that the foregoing deed from
James Green to J. B. Wilson
was this day lodged in my office
for record. Whereupon said
deed together with the foregoing
and this certificate has been
duly recorded in my office.
Given under my hand this 21st
day of June 1888.

W. C. L. Huff C. H. C.

By M. G. Bailey S. C.

Recorded in D-Book L Page 65

(C7) Coby - 2
James Green

to
Z. B. Wilson

Ex'd
C. B. S.

"Coldiron, vs. Exhibit 7."
filed with the disposition of C. B.
Slump, Dec. 12/01, in suit of
C. Slump v. C. Parden, et al -
Mayo Cabell, AP -

THIS DEED, made and entered into this the 28 day of March, 1901, by and between Clem North, formerly husband of Stacy North (nee Garrison), deceased, of Leslie County, Kentucky, party of the first part, and Campbell Slemp, of Big Stone Gap, Virginia, party of the second part,

WITNESSETH: That, whereas, a patent was issued by the Commonwealth of Kentucky to John Garrison, now deceased, for a tract of land in Harlan County, Kentucky, on the Big Black mountain and the waters of Clover Fork of Cumberland river, containing 150 acres, bearing date September 17th, 1859; and,

Whereas, said John Garrison died intestate, leaving to survive him, among others, the aforesaid Stacy, one of his children and heirs at-law, who intermarried with the said Clem North, party of the first part; and,

Whereas, by deed dated December 10th, 1884, various children and heirs at-law of the said John Garrison, dec'd., with their husbands and wives, ~~xx~~ made and acknowledged a deed for said land to the heirs of Absalom Blair, dec'd., among the grantors in which deed was the aforesaid Stacy North, who is now dead, leaving the said Clem North, her then husband, to survive her; and,

Whereas, It is uncertain from the aforesaid deed and the certificate of acknowledgment thereto whether the said Clem North conveyed his contingent interest in said land, as required by law; and,

Whereas, the said Campbell Slemp, party of the second part herein, is the owner of all that part of the foregoing 150 acre patent which lies south of the south line of the Boyd Dickenson twenty-five thousand acre ~~patent~~ survey, the course ~~A~~ of which line is north 60° east in the patent to said Dickenson for said land; and it is the desire of the said first party to make the

title of the said second party to said land good and perfect;

Now, therefore, in consideration of the premises, and for the further sum of One Dollar, cash in hand paid, the receipt of which is hereby acknowledged, the party of the first part does hereby grant, convey, release and quit claim unto the said party of the second part all his right, title and interest in and to so much of the aforesaid 150 acre patent to John Garrison as lies south of the aforesaid south line of the Boyd Dickinson survey, which boundary hereby released contains, in the aggregate, 100.47 acres, more or less.

To have and to hold unto the said party of the second part, his heirs and assigns in fee simple.

Whereunto witness the following signature this the day and year first above written.

Clem North

State of Kentucky, County of Leslie, to-wit: March

I, J. M. Howard, Clerk of the County Court in and for the county aforesaid, in the state of Kentucky, hereby certify that the foregoing deed from ~~Rachel Garrison~~ Clem North to Campbell Slem, dated the 28 day of March, 1901, was this day presented to me in my County aforesaid by the said Clem North, who acknowledged the same to be his act and deed.

Given under my hand this 6 day of April, 1901.

J. M. Howard C.C.C.

State of Kentucky, County of Harlan, to-wit: By George Y. Wilson

In the office of the Clerk of the County Court of Harlan County, Kentucky: The foregoing deed from Clem North to Campbell Slem, dated 28 day of March, 1901, was on the 9 day of April, 1901, lodged in my office for recordation, and the said deed with the certificate of acknowledgment attached and this certificate was duly recorded in my said office on the 9 day of April, 1901.

J. H. Skidmore, CLERK.

By _____, D. C.

98
Clem North

To { Deed

Campbell Slump

Recorded in Deed
Book U Page 481

"Garrison Exhibit 8"
filed with the deposition of
C. B. Slump, Dec. 22/02, in suit
of C. Slump v. C. Pardo, et al.
Mayo Cahill, et al.

"Dodge Exhibit 8."
filed with the deposition of C. B.
Hump, Feb 11/03, in suit of
C. Hump v. C. Parde, et al -
Mayo Cabell, A.P.

T. G. WOODS

GRANT 200 ACRES.

Harlan COUNTY:

EXAMINED AND RECORDED.

Book 102, Page 132

No. 56248

Fee \$ 1.00 Paid

GEO. G. FETTER PRINTING CO., LOUISVILLE.



Luke P. Blackburn

Esq.

GOVERNOR OF THE COMMONWEALTH OF KENTUCKY.

To all to whom these Presents shall come, Greeting:

Know Ye, That by virtue and in consideration of an order from Harlan county court Feb. term 1882

there is granted by the said Commonwealth unto T. G. Woods

a certain Tract or Parcel of Land, containing two hundred acres, by survey, bearing date the 14th day of March, eighteen hundred and eightytwo, lying and being in the County of Harlan Beginning on an ash

standing on top of the big black mountain corner to a survey in name of E. C. Napier, thence S. 62 W.

with the top of the mountain 50 poles to a hickory, thence S. 14 E. 640 poles to a stake, thence N. 62 E. 50 poles to a stake, thence N. 14 W. 640 poles to the beginning.

with its appurtenances: To Have and to Hold the said Tract or Parcel of Land with its appurtenances, to the said

T. G. Woods

and his heirs forever.

IN WITNESS WHEREOF, the said L. P. Blackburn, Esq., Governor of the Commonwealth of Kentucky, hath hereunto set his hand, and caused the Seal of the said Commonwealth to be affixed, at Frankfort, on the 3rd day of July in the year of our Lord eighteen hundred and eightytwo and of the Commonwealth the 91st

BY THE GOVERNOR:

L. P. Blackburn

James Blackburn

Secretary of State.



A Copy Attest:

E. G. Cantor

Auditor.

This Deed of Conveyance made
and entered into this the 21st day of
June 1888 between J. B. Wilson
& Catharine Wilson his wife of
the County of Harlan & State of Kentucky
parties of the first part and Campbell
Stump of the County of Lee & State of
Virginia & William Huff of the County
of Harlan & State of Kentucky parties
of the second part witnesseth that
for and in consideration of the
sum of seventy five dollars in
hand paid the receipt whereof is
herby acknowledged the aforesaid
parties of the first part do, grant,
bargain, sell & convey, unto the
aforesaid parties of the second
part two certain boundaries or
tracts of land situated on the South
side of the Big-Black mountain
on the waters of the lower Fork of
the Cumberland River ^{in the County of Harlan and} the first
^{State of Kentucky} tract is bounded as follows to wit
Beginning on three Sycams the second
corner of a two hundred acre sur-
vey made in the name of James
Caldison then running N 60 E 200
poles with the Dickenson line to
two Sugar trees then South 160 poles

to a stake then S 60 W 200 poles to
a stake another corner of said Goldison
survey then with said line North
160 poles to the beginning Contain-
ing Containing 200 acres more
or less Surveyed the 26th day of Jan-
uary 1882 for said J. B. Wilson &
Patented in his name - The
second tract - Beginning at two
water oaks the second corner
of a two hundred acre survey
made in the name of Stephen
McNight then running N 60 E
200 poles with the Dickenson
line to a stake then South 160 poles
to the Wilson line then S 60 W 200
~~200~~ poles to a stake another corner
of the aforesaid McKnight survey
& with a line of the same North
160 poles to the beginning Containing
200 acres more or less, this tract
was surveyed for James Green
on the 26 day of January 1882
& Patented in his name and deeded
to J. B. Wilson on the 19th day
of June 1888 by said Green -
The aforesaid Parties of the first
part do Covenant with the aforesaid
parties of the second part that

acknowledged before me
by J. B. Wilson to be his
act and deed this 21
day of June 1888
W. H. Duff clerk

acknowledged before
me in due form of law
by J. B. Wilson wife
Catherine Wilson in and
to their act and deed
this July 6th 1888
W. H. Duff clerk
By M. G. Bailey & Co

Examined and recorded
in Book & Page 89 & 90
in Clerk's office at Portland
Main, on July 6th 1888
By M. G. Bailey & Co

For - 50
Fees \$1.25
Paid in full

that they will warrant & defend
the lands hereby conveyed & witness
the following signatures and seals
this the day & date above written

J. B. Wilson
Catherine Wilson
Dea

Z. B. Nelson et ux
(88) to
C. Slump & Wm Huff

"Caldron, re. Exhibit 8-
filed with the deposition of C. B.
Slump, Dec. 22/02, in suit of
C. Slump v. C. Pardo, et al
Mayo Cahill, J.P.

~~Luke P. Blackburn~~

Esq.

GOVERNOR OF THE COMMONWEALTH OF KENTUCKY.

To all to whom these Presents shall come, Greeting:

Know Ye, That by virtue and in consideration of an order from the Harlan county court Feb. term 1882

there is granted by the said Commonwealth unto G. W. Kelly

a certain Tract or Parcel of Land, containing two hundred
acres, by survey, bearing date the 14th day of March, eighteen hundred
and eighty-two, lying and being in the County of Harlan beginning on a hickory
standing on top of the Big black mountain corner to a survey in the name of T. G. Woods thence S.
62 W. with the top of the mountain, 50 poles to a maple, thence S. 14 E. 640 poles to a stake thence
N. 62 E. 50 poles to a stake, thence N. 14 W. 640 poles to the beginning.

with its appurtenances: To Have and to Hold the said Tract or Parcel of Land with its appurtenances, to the said

G. W. Kelly

and his heirs forever.

IN WITNESS WHEREOF, the said L. P. Blackburn, Esq., Governor of the Com-
wealth of Kentucky, hath hereunto set his hand, and caused the Seal of the said
Commonwealth to be affixed, at Frankfort, on the 3rd day of July
in the year of our Lord eighteen hundred and
and of the Commonwealth the 91st

BY THE GOVERNOR:

Luke P. Blackburn

James Blackburn

Secretary of State.



A Copy Attest:

Geo. G. Chittie

Auditor.

"Dodge Exhibit 9-"
filed with the deposition of C. B.
Slump, File 11/03 in suit of
C. Slump v. C. Pandey, et al
Mays Collett, M.P.

G. W. Kelly

GRANT 200 ACRES.

Harlan COUNTY:

EXAMINED AND RECORDED.

Book 102, Page 100

56216
No.

Fee \$ 1.00 Paid

GEO. G. FETTER PRINTING CO., LOUISVILLE.

THIS DEED, made and entered into this 28 day of March 1901, by and between Rachel Garrison, wife of John Garrison, dec'd. of Leslie County, Kentucky, party of the first part, and Campbell Slemp, of Big Stone Gap, Virginia, party of the second part,

WITNESSETH: That, whereas, a patent issued by the Commonwealth of Virginia to John Garrison, now deceased, and formerly husband of the said party of the first part, for a tract of land in Harlan County, Kentucky on the Big Black mountain and the waters of Clover Fork of Cumberland River, containing 150 acres, bearing date September 17th, 1859; and

Whereas, the said John Garrison died intestate, and the aforesaid party of the first part, together with certain of the children and heirs at-law of the said John Garrison, and ~~xxx~~ ~~xxx~~ children of the said party of the first part, together with their respective wives and husbands signed a deed conveying all the interest of the grantors in the aforesaid 150 acre tract of land to the heirs of Absalom Blair, dec'd, which deed was dated December 10th, 1884, and was recorded in Harlan County, Kentucky Clerk's Office D. B. J. page 608; and,

Whereas, a doubt has arisen as to the sufficiency of said deed and the acknowledgment thereto to convey properly the dower interest of the said party of the first part in and to said tract of land; and,

Whereas, the said C. Slemp, party of the second part herein, is the owner of all that part of the foregoing 150 acre patent which lies south of the south line of the Boyd Dickinson twenty-five thousand acre ~~patent~~ survey, -the course of which line is North 60° East in the patent to said Dickinson for said land, and it is the desire of the said first party to make the title of the said second party to said land, *good and perfect.*

Now, therefore, in consideration of the premises, and for the further sum of One Dollar, cash in hand paid, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant, convey, release and quit claim unto the said party of the second part all her right, title and interest in and to so much of the aforesaid 150 acre patent to John Garrison, as lies south of the aforesaid south line of the Boyd-Dickinson survey, which boundary hereby released contains 100.47 acres, more or less.

To have and to hold unto the said party of the second part, his heirs and assigns in fee simple.

Whereunto witness the following signature this the day and year first above written.

Rachel J. Garrison.

~~State~~ State of Kentucky, County of Leslie, to-wit:

I, J. M. Howard, Clerk of the County Court, in and for the county aforesaid, in the state of Kentucky, hereby certify that the foregoing deed from Rachel Garrison to C. Slemp, dated 28 day of March, 1901, was this day presented to me in my office aforesaid by the said Rachel Garrison, who acknowledged the same to be her act and deed.

Given under my hand this 6 day of April, 1901.

J. M. Howard C. C. C.

By George Wilson S. C.

State of Kentucky, County of Harlan, to-wit:

In the office of the Clerk of the County Court of Harlan County, Kentucky: The foregoing deed from Rachel Garrison to Campbell Slemp, dated 28 day of March, 1901, was on the 10th day of April, 1901, lodged in my office for recordation, and the said deed with the certificate of acknowledgment attached and this certificate was duly recorded in my said office on the 10 day of April, 1901.

J. F. Skidmore, CLERK.

By _____, D. C.

99
Rachael Garrison

To { Deed

Campbell Slump

~~~~~

Recorded in deed

Book U Page 482.

"Garrison Exhibit 9"

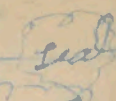

filed with the deposition of C. B.  
Slump, Dec. 11/01, in suit of  
C. Slump v. C. Pardee, et al -  
Mayo Cabell, Atty.



This Deed of Conveyance made and en-  
 tered into this 11<sup>th</sup> day of April - 1896 -  
 between William Huff & Stacy Huff  
 his wife of the County of Harland, State  
 of Kentucky of the first part, and Camp-  
 bell - Pascom Slomp of the County of  
 Lee, State of Virginia of the second part  
 witnesseth that for and in considera-  
 -tion of the sum of six hundred dollars,  
 two hundred <sup>dollars</sup> in hand paid the receipt  
 whereof is hereby acknowledged and  
 four hundred dollars to be paid as  
 follows two hundred dollars on  
 the first day of January 1896 and  
 two hundred dollars on the first day  
 of April - 1896 a lien for which de-  
 ferred payments is hereby retained, and  
 for which amounts the said Slomp  
 has given to the said Huff his promissory  
 notes the receipt of which is hereby ac-  
 -knowledge, the said first parties do  
 grant, bargain, sell and convey unto  
 the said second party with covenants  
 of Special warranty his entire interest  
 of land included in the boundary of four sur-  
 -veys situated on the south side of the Big-  
 -black - Mountain & Patented in the names  
 of James Coldiron, G. B. Wilson, Stephen



McKnight & James Green and ~~the~~ survey  
on the 26<sup>th</sup> - day of January 1882 which survey  
were conveyed to the said Wm Huff &  
C. Slump by James, Goldison and  
B. B. Wilson on the 21<sup>st</sup> day of June  
1888 which deed is of record in the clerk's  
office of Harlan County Kentucky, all  
situated in the County of Harlan & State  
of Ky, for the metes and bounds of the same  
reference is made to the aforesaid Deed  
& Patents - The said first parties also  
convey to the said second party their  
entire interest in the lands conveyed  
by Francis, M. Clarkston & Nancy his  
wife to Campbell Slump and William  
Huff by deed bearing date January  
the 17<sup>th</sup> 1891 & also recorded in the clerk's  
office of Harlan County Ky - for  
a more particular description  
of which the aforesaid deed is referred to,  
To have and to hold unto the said  
Campbell - Bascom Slump, his heirs &  
assigns forever - Witness the following  
signatures & seals this the day & date  
above written -

William Huff   
Stacy Huff 



State of Kentucky County of Harlan  
I A. B. Cornett clerk for the county  
And State before said certify that  
the foregoing deed of conveyance  
from William Huff and Stacy Huff  
to Campbell Bascom Slump was  
on the 9 day of May 1895 produced to  
me ~~and~~ in said County and  
acknowledged before me by William Huff  
and Stacy Huff parties the grantors  
there to to be their act and deed.  
given under my hands this the 9 day  
of May 1895

A. B. Cornett clerk.  
By H. J. Short & C.

State of Kentucky 3  
County of Harlan 3 Act.

I A. B. Cornett clerk of the Harlan  
County Court do certify that the foregoing  
instrument was this day produced to me  
in my office for record whereupon same  
together with the foregoing and this certificate  
is duly recorded in my office.

Given under my hand this Aug. 29 1895.  
A. B. Cornett Clerk



22)

C 10

William Huff Ed Stacy

To } deed

Campbell Bacon Slump

1895 - May 9th

A C Knowledge  
before me. by

William Huff

and Stacy Huff

Recorded in Deedbook

"P" page 574 & c

A. B. Conner

"Clareston, vs. Exhibit 10"

filed with the deposition of C. B.

Slump, Dec. 22/95, in suit of

C. Slump v. C. Parde, et al

Mayo Cabell, et al

the foregoing



Luke P. Blackburn Esq.

GOVERNOR OF THE COMMONWEALTH OF KENTUCKY.

To all to whom these Presents shall come, Greeting:

Know Ye, That by virtue and in consideration of an order from Harlan county court Feb. term 1882

there is granted by the said Commonwealth unto Chas. B. Witt,

a certain Tract or Parcel of Land, containing two hundred  
acres, by survey, bearing date the 14th day of March, eighteen hundred  
and eightytwo, lying and being in the County of Harlan beginning on a maple

standing on top of the Big black mountain, corner to a survey in name of G. W. Kelly, thence S. 14 W.  
with the top of the mountain, 50 poles to a locust, thence S. 14 E. 640 poles to a stake, thence N. 62  
E. 50 poles to a stake, thence N. 14 West 640 poles to the beginning.

with its appurtenances: To Have and to Hold the said Tract or Parcel of Land with its appurtenances, to the said  
Chas. B. Witt

and his heirs forever.

IN WITNESS WHEREOF, the said L. P. Blackburn, Esq., Governor of the Com-  
wealth of Kentucky, hath hereunto set his hand, and caused the Seal of the said  
Commonwealth to be affixed, at Frankfort, on the 3rd day of July  
in the year of our Lord eighteen hundred and eightytwo  
and of the Commonwealth the 91st

BY THE GOVERNOR:

L. P. Blackburn

James Blackburn

Secretary of State.



A Copy Attest:

*Geo. G. Chandler*

Auditor.



"Dodge Exhibit 10-"  
filed with the deposition of C. B.  
Slump, Feb 11/03, in suit of  
C. Slump v. C. Fardus, et al  
Mayo Cabell, M.P.

C. B. Witt

GRANT 200 ACRES.

Harlan COUNTY:

EXAMINED AND RECORDED.

Book 102, Page 133

No. 56249

Fee \$ 1.00 Paid

GEO. G. FETTER PRINTING CO., LOUISVILLE.





R24  
THIS DEED, made and entered into this the first day of May, 1901, by and between John Napir, (formerly husband of Lavinia Napir), party of the first part; and C. Slemp, of Big Stone Gap, Virginia, party of the second part;

WITNESSETH: That for and in consideration of the sum of One Dollar, cash in hand paid, the receipt of which is hereby acknowledged, said party of the first part does hereby grant, convey, release and quit-claim unto the said party of the second part all his right, title and interest in and to all that certain tract or parcel of land lying in Harlan County, Kentucky on the Big Black Mountain and the waters of the Clover Fork of Cumberland River, which was patented by the Commonwealth of Kentucky to John Garrison by patent dated September 17th, 1859, containing One Hundred and Fifty acres, more or less, which patent is hereby referred to for a more particular description of said land.

TO HAVE AND TO HOLD Unto the said party of the second part, his heirs and assigns in fee simple.

WHEREUNTO WITNESS the following signature and seal the day and year first above written.

Witness  
C. B. Slemp

John <sup>his</sup> X Napir, (SEAL)  
msc

State of Kentucky, County of Clay, to-wit:

I, H. J. Clask clerk of the County Court  
in and for the county aforesaid, in the state of Kentucky, hereby certify that the foregoing deed from John Napir to C. Slemp, dated first day of May, 1901, was this day presented to me in my county aforesaid by the said John Napir, and was acknowledged by him to be his act and deed.

Given under my hand this the 23 day of Sept, 1901.

H. J. Clask acc  
By Wm Britton Dec



State of Kentucky, County of Harlan, to-wit:

In the Clerks Office of the County Court of Harlan County, Kentucky: The foregoing deed from John Napir to C. Slemp, dated first day of May, 1901, was on the 31<sup>st</sup> day of December, 1901, lodged in my said office for recordation, and the said deed with the certificate of acknowledgment and this certificate was duly recorded in my said office on the 8<sup>th</sup> day of January, 1902.

H. H. Howard, CLERK,

By H. C. Rice, D. C.



R 24 Deed (411)

John Napier

to

C. Slump

Lodged for record and  
tax paid Dec 31 1901.

J. F. Skidmon clk

By T. S. Ward D.C.

Recorded in Deed Book W.  
Page 104 Jan'y 8 1902

"Garrison Exhibit 11."

Filed with the deposition of C. B. Slump,  
Dec. 22/01, in suit of C. Slump v.  
C. Pardo, et al.

Mayo Cabell, A.P.



R-4. N.39.

THIS DEED made this January 29th, 1901, by and between James Green and Emily Green, his wife, of Bell County, Ky., parties of the first part; and C. Bascom Slomp, party of the second part.

WITNESSETH, WHEREAS by patent dated October 16th, 1883, under survey dated January 26th, 1882, (said patent being recorded in Patent Book 103, p. 485) the Commonwealth of Kentucky granted to the aforesaid James Green the tract of land hereinafter mentioned; and whereas by deed dated June 19th, 1888, recorded in Harlan County, Ky., D. B. "L", p. 65, said James Green conveyed to Z. B. Wilson the said tract of land; and whereas by deed dated June 21st, 1888, recorded in the aforesaid D. B. "L", p. 89, said Z. B. Wilson conveyed said land to C. Slomp and William Huff, who have since conveyed the same to the said C. Bascom Slomp; and whereas it is believed that subsequent to the date of the above mentioned deed from James Green to Z. B. Wilson the said James Green and wife made another deed to the said Z. B. Wilson, but which deed has been misplaced and does not appear to be of record.

NOW THEREFORE in order to cure any defect in title, the said first parties in consideration of the premises and the sum of One Dollar (\$1) this day paid to them by the said second party, hereby grant, convey, release and quit-claim unto said second party any right, title or interest that is or may be in said first parties, or either of them, in and to that certain two hundred acre tract of land in Harlan County, Ky., on the south side of Big Black Mountain, described as follows, to-wit:



Beginning at two water oaks, formerly the corner of Stephen McKnight's 200 acre survey, on a line of the Boyd Dickenson survey; thence with said line North sixty (60) East two hundred (200) poles to a stake; thence South one hundred and sixty (160) poles to a stake standing on a line of the Billy Wilson survey; thence South sixty (60) West two hundred (200) poles to a stake; thence North one hundred and sixty (160) poles to the beginning.

TO HAVE AND TO HOLD unto the said second party, his heirs and assigns in fee simple forever.

IN TESTIMONY WHEREOF witness the following signatures of the said first parties.

James Green  
here  
Emily X Green  
mark

State of Kentucky, County of Bell, to-wit:-

I, W. J. Davise, a Clark are  
the county court for the county of Bell  
do certify that the foregoing instrument of writing from James Green and Emily Green, his wife, to C. Bascom Slomp dated January 29th, 1901, was this day produced to me by the grantors, and said James Green and the said Emily Green his wife, respectively acknowledged the said instrument to be their respective act and deed.

Given under my hand this the 19 day of March 1901.

W. J. Davise Clark  
-2- by J. D. Thompson D C



State of Kentucky, County of Harlan, to-wit:-

In the Office of the Clerk of the County Court of Harlan County, Ky., the foregoing deed from James Green and Emley Green, his wife, to C. Bascom Slomp, dated January 29th, 1901, was on the 21 day of March, 1901, lodged in my said office for record, and the said deed with the certificate of acknowledgment was duly recorded in my said office on the 21 day of March, 1901.

J. H. Strickland Clerk.

By

N. H. Howard D. C.



(C12)  
James Green  
+ Wife

To { Deed

C. Bascom Slump

Recorded in Deed Book  
U page 446,

"Caldron, vs. Exhibit 12"  
filed with the deposition of C. B.  
Slump, Dec. 22/02, in suit of  
C. Slump v. C. Pardo, et al.  
Mayo Cabell, M.C.

Fees \$1.45 paid by  
Z. B. Wilson.



This Deed, made this 26th day of January, 1891, between Joseph Olinger and Nancy J. Olinger his wife, P.G. Wallace and Susanna Wallace his wife, all of the County of Wise and State of Virginia, parties of the first part, and Campbell Slem, of the County of Lee and State of Virginia, party of the second part,

WITNESSETH that the aforesaid Olingers, of the first for and in consideration of the sum of twenty dollars in hand paid by the aforesaid second party, the receipt of which is hereby acknowledged, have this day granted, bargained, sold and conveyed unto the aforesaid Campbell Slem, their undivided interest in a certain tract of land situated on the Clover Fork of Cumberland River on Razors Creek in the County of Harlan and State of Kentucky, the same being the land which John Clarkston deeded to Richard Morris on the 3d day of February, 1857, the bounds of said land are described in said Clarkston deed which is on record in the Clerk's Office of Harlan County, Kentucky, containing 250 acres more or less, the aforesaid interests being two twelvths or two heirs part of said tract of land deeded to them by Elizabeth Barker and an heir of Richard Morris, deceased, bearing date 24 day of Nov. 1871, and deed from Thomas Morris of same bearing date the 3rd day of Feb 1871 and the aforesaid P.G. Wallace and Susanna his wife formerly Susanna Morris, ~~xxxxxx~~ only heir of Mary Morris deceased who was the daughter of Richard Morris deceased, for and in consideration of the sum of ten dollars in hand paid the receipt of which is hereby acknowledged, it being for necessities, do grant, bargain, sell and convey unto the aforesaid Campbell Slem and their one twelvth interest in the aforementioned tract of land deeded from John Clarkston to Richard Morris aforementioned and bounded by aforescribed deed containing two hundred and fifty acres, more or less. To have and to hold unto the said Campbell Slem his heirs or assigns forever, and the aforementioned parties of the first part, covenant with the aforementioned party of the second part that they will warrant the interests hereby conveyed from them and their heirs



forever and all other persons claiming by through or under them, witness the following signatures and seals this the 3rd day of Feb, 1891.

Joseph H. Olinger (seal)  
 Nancy J. Olinger (seal)  
 P. G. Wallace  
 Susanna Wallace

State of Virginia

To-wit:

County of Wise

I, S. C. Berryman a Notary Public in and for the county of Wise State aforesaid do certify that this instrument of writing from Joseph Olinger and Nancy J. Olinger his wife, P. G. Wallace and Susanna Wallace his wife to Campbell Siemp was this day produced to me by the parties and that the same was acknowledged by the said Joseph Olinger and the said P. G. Wallace to be their act and deed, and the contents and effect of the instrument being explained to the said Nancy J. Olinger and Susanna Wallace by me, separately and apart from their husbands they thereupon declared that they did freely and voluntarily execute and deliver the same to be their act and deed and consented that the same might be recorded.

Given under my hand and seal of office this 5<sup>th</sup> day of February,

1891.

S. C. Berryman N. P. W. Va.

State of Kentucky

County of Harlan

I A. B. Cornett Clerk of the Harlan County Court do certify that the foregoing deed of conveyance from Joseph H. Olinger & wife Nancy J. Olinger and P. G. Wallace & wife Susanna Wallace to Campbell Siemp was this day lodged in my office for record & when upon same together with this and the foregoing certificate has been duly recorded in my office.  
 Given under my hand this March 12<sup>th</sup> 1891  
 A. B. Cornett Clerk



m12  
Deed

Jos. Olinger et ux et al

To

Campbell Slump

"Morris Exhibit 12," filed with the dep-  
osition of C. B. Slump, Dec. 12/91, in suit of  
C. Slump v. C. Pardo, Mayo Cabell, et al.

Good for record  
Mar. 12/1894.

Recorded in Deed  
Book N. page 552<sup>16</sup>

Fee for recording \$1.25  
Tax on same 1.75

A. H. Connett clerk



Luke P. Blackburn

Esq.

GOVERNOR OF THE COMMONWEALTH OF KENTUCKY.

To all to whom these Presents shall come, Greeting:

Know Ye, That by virtue and in consideration of an order from Harlan Co. Court Feb. term 1882

there is granted by the said Commonwealth unto H. L. Campbell

a certain Tract or Parcel of Land, containing two hundred  
acres, by survey, bearing date the 14th day of March, eighteen hundred  
and eightytwo, lying and being in the County of Harlan, Beginning on a water oak

standing on top the Big black mountain, a corner to a survey in name of Green Branson, thence S. 62  
W. with the top of the mountain, 50 poles to a poplar, thence S. 14 E. 640 poles to a stake, thence N.  
62 E. 50 poles to a stake, thence N. 14 W. 640 poles to the beginning

with its appurtenances: To Have and to Hold the said Tract or Parcel of Land with its appurtenances, to the said  
H. L. Campbell

and his heirs forever.

IN WITNESS WHEREOF, the said L. P. Blackburn, Esq., Governor of the Com-  
wealth of Kentucky, hath hereunto set his hand, and caused the Seal of the said  
Commonwealth to be affixed, at Frankfort, on the 3rd day of July  
in the year of our Lord eighteen hundred and eightytwo  
and of the Commonwealth the 91st

BY THE GOVERNOR:

Luke P. Blackburn

James Blackburn.

Secretary of State.



A Copy Attest:

Geo G. Chatter

Auditor.



"Dodge Exhibit 13."  
filed with the deposition of C. B.  
Slump Feb 11/03, in suit of  
C. Slump v. C. Parden et al  
Mays Coburn, MP

H. L. Campbell

GRAN 200 ACRES.

Harlan  
COUNTY:

EXAMINED AND RECORDED.

Book 102, Page 73

No. 56189

Fee \$ 1.00 Paid

GEO. G. FETTER PRINTING CO., LOUISVILLE.





Orders Harlan County Court,  
August Special Term Aug. 1899,  
Ordered by The Court That W.C. Hyman be  
Appointed Administrator of the estate of  
William Huff. deceased, and executed bond  
with Grant Smith as surety which was  
Approved by the Court and took the  
Oath required by law.

A Copy Attest.

A. B. Cornett  
Judge

J. F. McDermore Clerk  
Harlan County Court,  
By H. H. Howard D.C.



Order (C 13)

Appointing W.C. Wynn  
Admi

I

Wm Huff, decid

Ex'd

C. B. S.

---

"Caldron, re. Exhibit 13"

filed with the deposition of P. B.

Slump, Dec. 22/02, in suit of

P. Slump v. P. Paden, et al.

Mayo Cabell, et al.

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THIS DEED OF RELEASE made this January 29th, 1901, by and between W. C. Wynn, Administrator of the Estate of William Huff, deceased, party of the first part; and Campbell Bascom Slomp, party of the second part.

WITNESSETH, WHEREAS by deed dated April 11th, 1895, recorded in Harlan County, Ky., D. B. "P", p. 574, William Huff et ux., conveyed to said second party their interest in several tracts of land in Harlan County, Ky., and in the said deed retained a vendor's lien to secure the payment of a note for \$200 due January 1st, 1896, and a note for \$200 due April 1st, 1896.

AND WHEREAS it appears that both of said notes were fully discharged with all interest thereon to the said William Huff in his lifetime.

NOW THEREFORE the said first party in consideration of the premises and for other valuable consideration does hereby declare satisfied and hereby releases the said vendor's lien.

IN TESTIMONY WHEREOF, witness the following signature of the said first party.

W. C. Wynn  
Administrator.

State of Kentucky, County of Harlan, to-wit:-

I, J. H. Skidmore, a Justice of the Peace of The Harlan County Court

hereby certify that W. C. Wynn, whose name as Administrator of the Estate of William Huff, deceased, is



signed to the foregoing release deed to Campbell Bascom Slemp dated January 29th, 1901, produced the said instrument before me on this day and acknowledged the same to be his act and deed.

Given under my hand this the 22 day of Feb, 1901.

J. F. Skidmore Clerk  
By W. H. Short Secy.

State of Kentucky, County of Harlan, to-wit:-

In the Office of the Clerk of the County Court of Harlan County, Ky., the foregoing deed from W. C. Wynn, Administrator, to Campbell Bascom Slemp, dated January 29th, 1901, was on the 25 day of February, 1901, lodged in my said office for record, and the said deed with the certificate of acknowledgment was duly recorded in my said office on the 25 day of February, 1901.

J. F. Skidmore-----Clerk.

By

W. H. Short-----D. C.



Deed of Release  
 W. C. Wynn, Admin.  
 of Wm. H. Hoff's Estate

C. B. Slump

Recorded in Deed Book  
 U page 364,

"Caldron, re. Exhibit 14."  
 filed with the deposition of C. B.  
 Slump, Dec. 22/01, in suit of  
 C. Slump vs. C. P. Paden, et al -  
 May 1902, at M. P.

In the Office of the Clerk of the County Court of Harlan  
 State of Kentucky, County of Harlan, to-wit:-

Given under my hand this the \_\_\_\_ day of \_\_\_\_\_, 1901.  
 deed.

me on this day and acknowledged the same to be his act and  
 dated January 28th, 1901, produced the said instrument before  
 signed to the foregoing release deed to Campbell Bascom Slump



This Deed made this March 6, 1901, by and between John<sup>W</sup> Morris and Mary Morris his wife, both of Breathitt County, Kentucky, parties of the first part; and Campbell Slump, of Wise County, Va, party of the second part;

Witnesseth that for and in consideration of the sum of one dollar paid, said first parties hereby grant, convey, release and quit claim unto said second party all their right, title and interest in and to all the land in Harlan County, Kentucky on Razors Fork or the waters thereof ever at any time owned by Richard ~~S~~ Morris.

The aforesaid John<sup>W</sup> Morris being the only heir of Thos. Morris, who was a son of said Richard ~~S~~ Morris. To have and to hold forever.

Witness the signatures of said first parties.

attest

A. F. Crawford  
C. B. Slump

John<sup>W</sup> Morris  
her  
Mary<sup>x</sup> Morris  
mark

State of Kentucky  
County of Breathitt

I, D. J. Pauline, clerk of the County Court of Breathitt County, Ky, hereby certify that this instrument of writing by John<sup>W</sup> Morris and Mary Morris, his wife, to Campbell Slump was this <sup>day</sup> produced to me by the parties and was this <sup>day</sup> by said John<sup>W</sup> Morris and said



Mary Morris acknowledged to be their  
act and deed.

Given under my hand this 6<sup>th</sup> day of —  
March 1901

S. S. Taulbee  
Clerk Breckinridge County Court, #  
By E. Noble DC

State of Kentucky  
County of Harlan <sup>3</sup>/<sub>rd</sub> dist.

I J. F. Skidmore Clerk of The County  
Court for the County and State aforesaid  
Certify That The foregoing instrument of  
writing was this day lodged for record whereupon  
The same with the foregoing and this  
Certificate have been duly recorded in my  
Office

Witness my hand this the 13 day of March 1901.

J. F. Skidmore Clerk  
By H. H. Howard DC



Deed  
John<sup>W</sup> Morris et al  
to  
Campbell Slump

---

"Morris Exhibit 15"

filed with the deposition of C. B.  
Slump, Dec. 22/02 in suit of  
C. Slump v. C. Parde, et al  
Mayo Cabell, A.C.

---

Recorded in Deed  
Book U page 438,



LUKE P. BLACKBURN

Esq.

GOVERNOR OF THE COMMONWEALTH OF KENTUCKY.

To all to whom these Presents shall come, Greeting:

Know Ye, That by virtue and in consideration of an order from Harlan county ct. Feb. term 1882

there is granted by the said Commonwealth unto John Cress

a certain Tract or Parcel of Land, containing two hundred  
acres, by survey, bearing date the 14th day of March, eighteen hundred  
and eightytwo, lying and being in the County of Harlan beginning on a poplar  
standing on the big black mountain, corner to a survey in the name of Alexander Singleton thence S.  
62 W. 50 poles with the top of the mountain, to an ash, thence S. 14 E. 640 poles to a stake thence  
N. 62 E. 50--- to a stake thence N. 14 W. 640 poles to the beginning

*Handwritten note:*  
This is a copy of the original  
of the land granted to John Cress  
by the Commonwealth of Kentucky  
in the year 1882.

with its appurtenances: To Have and to Hold the said Tract or Parcel of Land with its appurtenances, to the said

John Cress

and his heirs forever.

IN WITNESS WHEREOF, the said L. P. Blackburn, Esq., Governor of the Commonwealth of Kentucky, hath hereunto set his hand, and caused the Seal of the said Commonwealth to be affixed, at Frankfort, on the 3rd day of July in the year of our Lord eighteen hundred and eighty-two and of the Commonwealth the 91st

BY THE GOVERNOR:

L. P. Blackburn

Jas. Blackburn

Secretary of State.

A Copy Attest:

*Handwritten signature of Auditor*

Auditor.





"Dodge Exhibit 16"  
Filed with the deposition of C. B.  
Slump, Feb "1883, in suit of  
C. Slump v. C. Parden, et al  
Mayo Coburn, Atty.

John Cress

GRANT 200 ACRES.

Harlan COUNTY:

EXAMINED AND RECORDED.

Book 102, Page 65

No. 56181

Fee \$ 1.00 Paid

GEO. G. FETTER PRINTING CO., LOUISVILLE.



THIS DEED made this February 25th, 1901, by and between P. G. Wallace and Susannah Wallace, his wife, both of Big Stone Gap, Va., parties of the first part; and Campbell Slemp, also of said town, party of the second part.

WITNESSETH WHEREAS the aforesaid Susannah Wallace is the only child of ~~Rickard~~ Mary Morris, decd., who was a child of Richard P. Morris, decd.; and whereas by deed dated January 26th, 1891, and also dated February 3rd, 1891, recorded in Harlan County, Ky., deed book "N" p. 552, said P. G. Wallace and Susannah Wallace, et al. conveyed to said Campbell Slemp the interest of said first parties in and to that land in Harlan County, Kentucky, on the waters of Razor Fork, being the land conveyed by John Clarkston to Richard P. Morris by deed dated January 3rd, 1857, and recorded in Harlan County deed book "E" pps. 26 and 27 (to which reference is hereby made);

AND WHEREAS at the date of said deed to said second party said Susannah Wallace was under twenty one years of age;

AND WHEREAS it is desired that said aforesaid deed from said first parties, et al. to said second party be now ratified and confirmed of record:

THEREFORE in consideration of the premises and in consideration of one dollar this day paid to said first parties, they do hereby ratify and confirm said above mentioned deed from them to said second party, and grant and quit-claim, with special warranty, unto said second party any right or interest that they have or have had in said land.

TO HAVE AND TO HOLD unto said second party, his heirs and assigns in fee simple.



WITNESS the signatures and seals of said first parties.

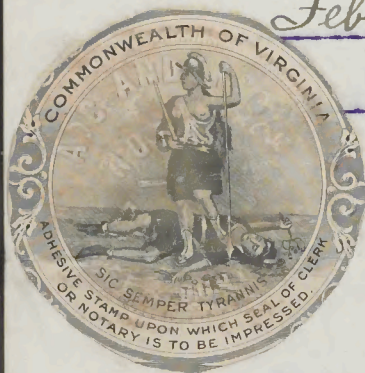
----- P. G. Wallace (SEAL)

----- Susannah Wallace (SEAL)

Virginia, Wise County, to-wit:-

I, A. C. Anderson, a notary public in and for the state and county aforesaid, hereby certify that this instrument of writing from P. G. Wallace and his wife Susannah Wallace, was this day produced to me by the parties, which was acknowledged by the said P. G. Wallace to be his act and deed; and the contents and effect of the instrument being explained to the said Susannah Wallace by me, separate and apart from her husband, she thereupon declared that she did freely and voluntarily execute and deliver the same to be her act and deed, and consented that the same might be recorded.

Given under my hand and seal of office this 28th day of February, 1901. My commission expires 29th day of November, 1903.



----- A. C. Anderson N. P.

State of Kentucky, County of Harlan, to-wit:-

In the office of the Clerk of the County Court of Harlan County, Ky., the foregoing deed from P. G. Wallace and Susannah Wallace, his wife, to Campbell Slomp, dated February 25th, 1901, was on the 7th day of March, 1901, lodged in my said office for record, and the said deed with the certificate of acknowledgment was duly recorded in my said office on the 7th day of March, 1901.

By ----- J. F. Slomp Clerk.

----- D. C.



R13

M 16

N 118

P. G. Wallace & wife

To { Deed of Rel.

Campbell Slump

---

"Morris Exhibit 16."

filed with the disposition of C. B.  
Slump, Dec. 22-02, in suit of  
C. Slump v. C. Pardo, et al.-  
Recorded in Deed

Book 11 Page 418.

Mayo Cahill, A.P.

---



Luke P. Blackburn Esq.

GOVERNOR OF THE COMMONWEALTH OF KENTUCKY.

To all to whom these Presents shall come, Greeting:

Know Ye, That by virtue and in consideration of

there is granted by the said Commonwealth unto William McIntosh

a certain Tract or Parcel of Land, containing two hundred

acres, by survey, bearing date the 14th day of March, eighteen hundred

and eighty-two, lying and being in the County of Harlan beginning on a poplar

on the top of the Big black mountain, corner to a survey in the name of David Aikin, thence S. 62 W. 50

poles with the top of the mountain to a locust, thence S. 14 E. 640 poles to a stake, thence N. 62 E.

50 poles to a stake, thence N. 14 W. 640 poles to the beginning.

with its appurtenances: To Have and to Hold the said Tract or Parcel of Land with its appurtenances, to the said

William McIntosh

and his heirs forever.

IN WITNESS WHEREOF, the said L. P. Blackburn, Esq., Governor of the Commonwealth of Kentucky, hath hereunto set his hand, and caused the Seal of the said Commonwealth to be affixed, at Frankfort, on the 3rd day of July in the year of our Lord eighteen hundred and eighty-two and of the Commonwealth the 21st

BY THE GOVERNOR:

LUKE P. BLACKBURN

James Blackburn

Secretary of State.

A Copy Attest:

*Amos G. Carter*

Auditor.





"Dodge Exhibit 18-"  
filed with the deposition of C. B.  
Slump, Feb. 11/03 in suit of  
C. Slump v. C. Pender, et al  
Mayo Calvert, M.

William McIntosh

GRANT 200 ACRES.

Harlan COUNTY:

EXAMINED AND RECORDED.

Book 102, Page 108

No. 56224

Fee \$ 1.00 Paid

GEO. G. FETTER PRINTING CO., LOUISVILLE.



THIS DEED made this February 25th, 1901, by and between Nancy Witt, formerly wife of Wm. H. Morris, a son of Richard Morris, dec'd., of Lee County, Virginia, party of the first part; and Campbell Slem, of Wise County, Virginia, party of the second part.

WITNESSETH that for and in consideration of one dollar this day paid to said first party, she hereby grants, releases and quit-claims unto said second party, without warranty, any right or interest which said first party has or may have in and to that land in Harlan County, Ky., on the waters of Razor Fork which was conveyed by John Clarkston to Richard Morris by deed dated January 3rd, 1857, and recorded in Harlan County deed book "E", pps. 26 and 27.

TO HAVE AND TO HOLD unto said second party, his heirs and assigns.

WITNESS the signature of said first party.

*Nancy Witt*  
her  
mark

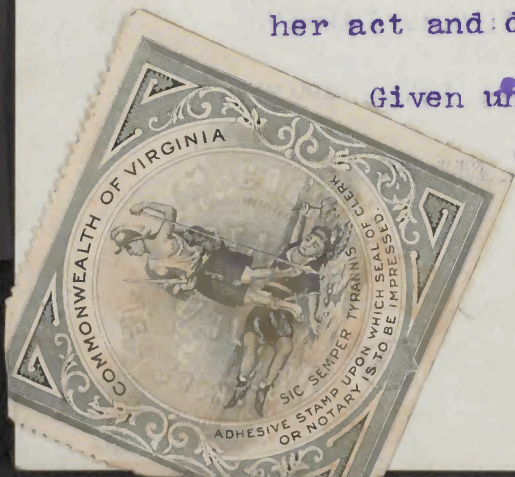
Virginia, Lee County, to-wit:-

I, *E. M. Cooper*, a notary public in and for the state and county aforesaid, hereby certify that the foregoing deed, dated February 25th, 1901, from Nancy Witt to Campbell Slem was this day produced to me by the parties, and by said Nancy Witt was this day acknowledged before me to be her act and deed.

Given under my hand and official seal, this the 20 day of March, 1901. My

commission expires 10 day of July 1903

*E. M. Cooper* N. P.





State of Kentucky, County of Harlan, to-wit:-

In the Office of the Clerk of the County Court of Harlan County, Ky., the foregoing deed from Nancy Witt to Campbell Slomp, dated February 25th, 1901, was on the 16 day of April 1901, lodged in my said office for record, and the said deed thereto attached with the certificate of acknowledgment was duly recorded in my said office on the 16 day of April, 1901.

J. H. Skidmore Clerk.

By Wade Skidmore D. C.





May 19  
Honey W. J.  
H. J. Reed

Campbell, Mass.

---

Recorded in  
Dud Book U,  
Page 489

---

Clerk's Fee \$2.00

---

"Movin Exhibit 19."

Filed with the disposition of C. B.  
Slump, Dec. 22/02, in suit of  
C. Slump v. C. Parson, et al -  
Mayo Cabell, A.C.

---



THIS DEED, made and entered into this the 28th day of March, 1901, by and between William Clarkston and Martha Clarkston, his wife, of Wise County, Virginia, parties of the first part; and Campbell Slemph, of Big Stone Gap, Virginia, party of the second part,

WITNESSETH: That, whereas, the said parties of the first part, on April 30th, 1895, executed to the said party of the second part a deed, conveying the entire interest of the said parties of the first part in and to land either in law or equity, on the Razors Fork of Clover Fork of Cumberland River, and on the south side of Big Black Mountain, and on the north side of Middle Ridge, in Harlan County, Kentucky, either by heirship or purchase, including also a certain boundary of land lying between the Clearing Cave branch and Sugartree Hollow, mentioned and described in a deed previously made by said parties to Francis M. Clarkston, and the land conveyed by said first parties to Allen Morris, which deeds are on record in Harlan County, Kentucky; and,

Whereas, a doubt has arisen as to the sufficiency of the certificate of acknowledgment of said parties to said deed, and it being the desire of the said first parties to make the title good to said second party;

Now, therefore, in consideration of the premises and the further consideration of One Dollar, the receipt of which is hereby acknowledged; and, in order to remove the doubts hereinabove referred to, said parties of the first part do hereby grant, convey, release and quit claim unto the said party of the second part all the aforesaid interests mentioned and set out in the aforesaid deed of April 30th, 1895, recorded as aforesaid in Harlan County, Kentucky, in Deed Book "P", page 544, reference to which being



hereby made.

To have and to hold unto the said party of the second part, his heirs and assigns in fee simple.

Whereunto witness the following signatures, this the day

~~is written~~ and year first above written.



William Clark Ston

Martha <sup>her</sup> Clarkston  
Mark

Virginia, Wise County, to-wit:

I, A. C. Anderson, a Notary Public in and for the state and county aforesaid, hereby certify that this instrument of writing from William Clarkston and Martha Clarkston, his wife, was this day produced to me by the parties, which was acknowledged by the said William Clarkston to be his act and deed; and the contents and effect of the instrument being explained to said Martha Clarkston by me, separately and apart from her said husband, she thereupon declared that she did freely and voluntarily execute and deliver the same to be her act and deed, and consented that the same might be recorded.

Given under my hand and seal of office this 5th day of April, 1901. My commission expires 29th day of Nov., 1903.

A. C. Anderson, N. P.

State of Kentucky, County of Harlan, to-wit:

In the office of the Clerk of the County Court of Harlan County, Kentucky: The foregoing deed from William Clarkston and Martha Clarkston, his wife, to Campbell Slemph, dated March 28th, 1901, was on the 9 day of April, 1901, lodged in my said office for record, and the said deed with the certificate of acknowledgment was duly recorded in my said office on the 9 day of April, 1901.

J. F. S. Slemph, Clerk.

By H. H. Howard, D. C.



By \_\_\_\_\_, D. C.

\_\_\_\_\_, Clerk.

\_\_\_\_\_, day of \_\_\_\_\_, 1901.  
of acknowledgment was duly recorded in my said office on the  
my said office for record, and the said deed with the certificate  
1901, was on the \_\_\_\_\_ day of \_\_\_\_\_, 1901, lodged in  
Martha Clarkson, his wife, to Campbell Slomp, dated March 28th,  
County, Kentucky: The foregoing deed from William Clarkson and  
In the office of the Clerk of the County Court of Harlan

State of Kentucky, County of Harlan, to-wit:

\_\_\_\_\_, N. P.

\_\_\_\_\_, 1901. My commission expires \_\_\_\_\_ day of \_\_\_\_\_,

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_,

noted that the same might be recorded.  
ly execute and deliver the same to be her act and deed, and con-  
husband, she thereupon declared that she did freely and voluntar-  
said Martha Clarkson, her wife, separately and apart from her said  
and the contents thereof of the instrument being explained to  
acknowledged by said William Clarkson to be his act and deed;  
his wife, was duly produced to me by the parties, which was  
attested of witness then William Clarkson and Martha Clarkson,  
for the state and County aforesaid, hereby certify that this in-  
I, \_\_\_\_\_, a Notary Public in and  
for the State of Kentucky, to-wit:

*Wm. Clark's two sons*  
*Wm. Clark*  
*C. Slomp*

and \_\_\_\_\_, both of whom were witnesses.

Whereunto witnesses the following signatures, this the day  
of \_\_\_\_\_, 1901, at \_\_\_\_\_, Kentucky.

To have and to hold unto the said party of the second  
hereby made.



<sup>Mr 2</sup>  
William Clarkston et ux

To { Release Deed

Campbell Slump



Recorded in deed  
Book 11 page 478.

"Morris Exhibit 22"

filed with the deposition of C. B.  
Slump, Dec. 11/01, in suit of  
C. Slump v. C. Parden, et al -  
Mayo Cabell, A. P.



William Clarkston

To.

deed,

Cambell Slump.

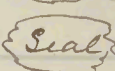
This deed of Conveyance made and entered into this the 30<sup>th</sup> day of April 1895 between William Clarkston & Martha, his wife of The County of Wise and State of Virginia of The first part, and Cambell Slump of the County of Lee and State of Virginia party of the second part, Witnesses: That for and in Consideration of the sum of fifty dollars in hand paid the receipt of which is hereby acknowledged The aforesaid first parties, do grant bargain sell and Convey unto the aforesaid second party all their entire interest in land either in law or in equity on The Razor fork of The lower fork of Cumberland River and on South side of B. Black Mountain and on North side of Middle ridge in Harlan County Kentucky either by, heirship or purchase including also a certain boundary of land lying between The Clearing Cone branch and Sugar Tree Hollow mentioned and described in a deed previously made by said first parties to Francis M. Clarkston and The land conveyed by said first parties to Allen Morris which deed are on record in Harlan Co. Ky. This boundary is Commonly known as The Payne Land, To have and to hold unto The said Cambell Slump, his heirs and assigns forever, and The aforesaid first parties Covenants with the aforesaid second party,



That They will warrant Specifically The land  
hereby Conveyed.

Witness The following signature and seals  
this the day and date above written.

William Clarkston, 



Martha <sup>her</sup> Clarkston   
<sub>maise</sub>

Wise County Virginia to wit:

I R. P. Barron a Notary Public in  
and for the County aforesaid do Certify That  
William Clarkston and Martha Clarkston  
his wife whose names are signed to the  
foregoing deed bearing date April 30<sup>th</sup>  
1895 personally appeared before me in my  
County aforesaid and acknowledged the  
same to be their acts and deeds.

Given under my hand this the 4<sup>th</sup> day  
of May 1895



R. P. Barron. N. P.

State of Kentucky   
County of Harlan  set

I A. B. Cornett Clerk of the  
Harlan County Court, do Certify That the  
foregoing deed was this day lodged in my  
office for record, whereupon the same  
with the foregoing and this Certificate have  
been duly recorded in my said office

Given under my hand this May 10<sup>th</sup> 1895

A. B. Cornett Clerk

State of Kentucky   
County of Harlan  set

I J. F. Skidmore Clerk of the  
Harlan County Court Certify That the



1 foregoing is a true and correct  
2 Copy. of deed from William Claarston  
3 Simp to Canabell Slerry. as appears  
4 of record in my Office in deed book  
5 B at page. 544.

6 Given under my hand as clerk  
7 aforesaid this Feby. 13<sup>th</sup> 1901.

8 J. F. Stidmore clerk  
9 By H. H. Howard Oc  
10  
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William Clarksston

Certified copy  
of record

To

William Clarksston

Cambus Slump.

Ex d

C. B. S

"Morris Exhibit 23"

Filed with the deposition of C. B.  
Slump, Dec. 22/07, in suit of  
C. Slump v. C. Pardon et al -

Mayo Cabell, Atty.



This deed made and entered into this the 31 day of January 1902 by and between Sally Jane Hayes and her husband Samuel Hayes of Fayette County, Kentucky, parties of the first part, and Nacy W. Morris of Jackson County, Kentucky, party of the second part witnesseth:-

That for and in consideration of the sum of Twenty five Dollars, cash in hand paid, the receipt whereof is hereby acknowledged by the said grantor, the said parties of the first part have this day bargained, granted, sold and conveyed and do by these presents grant bargain sell and convey unto the party of the second part his heirs and assigns the interest of the grantor Sally Jane Hays in one undivided one-twelfth part in and to the following described real property to-wit:- Lying and being in the county of Harlan, State of Kentucky on Razors Fork of the Clover Fork of Cumberland River adjoining or near the land of Elias Morris deceased, and the lands of William Wilson deceased. This being the same tract of land conveyed by John Clarkston to Richard Morris by deed from said Clarkston to said Richard Morris recorded in the clerk's office of the Harlan County Court, and reference to said deed is hereby made for a more definite description of the said land hereby conveyed. Said tract of land contains 250 acres more or less.

TO HAVE AND TO HOLD THE SAME to the said second party his heirs and assigns forever with covenants of General Warranty of title.

In testimony whereof witness our hands and seals this the day and date first above written.



Attest:

E. M. Bond  
Jane + Parsh <sup>his</sup> <sub>mark</sub>

Witnesses:-

Charleton Mitchell

H. B. Elders

Sally Jane Hayes <sup>her</sup> <sub>mark</sub>

Samuel J. Hayes

State of Kentucky.

County of Hayette )  
Sct.I, L. R. Ruyalt, a Notary Public

in and for the county and State aforesaid do hereby certify  
 that Sally Jane Hayes and her husband Samuel Hayes, parties  
 grantors hereto and whose names are signed to the foregoing  
 deed bearing date the 31<sup>st</sup> day of January 1902  
 appeared before me in my said county and acknowledged the same  
 to be their act and deed according to law. I further certify  
 that the female grantor Sally Jane Hayes was examined by me  
 separate and apart from her husband and she declared that she  
 freely and voluntarily acknowledged the same.

Given under my hand as Notary Public this 31<sup>st</sup> day of

January 1902.

L. R. Ruyalt, Notary Public K.C.

My Commission expires 21<sup>st</sup> day of January 1906



State of Kentucky.

County of Clark ) sct.

The affiants

E. M. Bond

and

Jane Bond

on oath state, that they are

the parties who signed their names as witnesses to the signatures of the grantors to the foregoing deed, that they are personally acquainted with the said Sally Jane Hayes as the daughter of Mary Bond, who was a sister of Nacy W. and Wiley G. Morris, and who was also a daughter of Richard Morris of Big Stone Gap Virginia.

Witness our hands this 1<sup>st</sup> day of February 1902.

Attest:-

Minerva Estes

E. M. Bond

J. Morris

Jane Bond  
mark

State of Kentucky.

County of Clark ) sct.

I,

J. E. Lanter

a Notary Public in

and for the county and State aforesaid do hereby certify that

E. M. Bond

and

Jane Bond

whose names appear as affiants to the foregoing affidavit

this day duly appeared before me in my said county, and were

duly sworn by me according to law to their said affidavit

and that they acknowledged the same to be their act and deed.

Given under my hand as Notary Public aforesaid this the

1

day of

February

1902.

J. E. Lanter

My Commission expires

1<sup>st</sup>

day of

May

1904.



State of Kentucky }  
County of Harlan } set

I H. H. Howard Clerk of the County  
Court for the County and State aforesaid Certify  
that the foregoing deed was this day lodged  
for record whereupon the same with the  
foregoing and this Certificate have been  
duly recorded in my office.

Witness my hand this Feby 6<sup>th</sup> 1902

H. H. Howard Clerk



(m 25)  
Sally Jane Hayes et ux

do { Dred

Nancy W. Morris

---

Recorded in Deed Book  
The page 160

---

"Morris Exhibit 25"  
filed with the deposition of C. B.  
Slump, Dec. 22/02, in suit of  
C. Slump v. C. Parden, et al  
Mayo Cabell, Jr.

---



THIS DEED made and entered into this the 17<sup>th</sup> day of February, 1902, by and between Sallie Jane Hayes and Samuel Hayes, her husband, of Fayette County, Kentucky, parties of the first part, and Campbell Slemp, of Big Stone Gap, Virginia, party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of \$ 1.00, cash in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey, with covenants of general warranty, unto the said party of the second part, all their right, title and interest, both at law and in equity, in and to any land or interest in land situated in Harlan County, Kentucky, on the waters of Clover Fork, or on the waters of the Reasor's Fork of said Clover Fork, which was at any time owned or possessed, by title legal or equitable, by Richard Morris, now deceased, of whom the said Sallie Jane Hayes is one of the heirs at law, being a grand-daughter of said Richard Morris, deceased, and a daughter of Mary Morris, now deceased, and her husband, when living, E. M. Bond, and reference is hereby made to the title papers of the said Richard Morris, of record in the Harlan County Court Clerk's Office, and others not of record, for a more particular description of the interest hereby conveyed.

To have and to hold unto said party of the second part, his heirs and assigns, in fee simple.

WHEREUNTO WITNESS the following signatures, this the day and year first above written:

*Attest*  
*Robert Stivers*

*Sallie Jane Hayes*  
*Samuel T. Hayes*

State of Kentucky, }  
County of Fayette } Sct:

I, Geo. Christian, a Notary Public in and for the County aforesaid in the State of Kentucky, do certify that the foregoing deed from Sallie Jane Hayes and Samuel Hayes, her husband, to C. Slemp, dated 17<sup>th</sup> day of February, 1902, was this day produced to me in my County aforesaid by the parties, and was acknowledged by the said Sallie Jane Hayes and Samuel Hayes, her husband, each, to be their act and deed.

Given under my hand this 3<sup>rd</sup> day of March, 1902.

*Geo. Christian N.P. Ky*  
*my Com. expires Jan 17/1904*



( 2 )

STATE OF KENTUCKY: County of Harlan, to-wit:

In the office of the Clark of the County Court of Harlan County, Kentucky; The foregoing deed from Sallie Jane Hayes and Samuel Hayes, her husband, to Campbell Slomp, dated 17 day of Feb'y, 1902, was on the 17 day of March, 1902, lodged in my office for recordation, and the said deed with the certificate of acknowledgment attached and this certificate was duly recorded in my said office on the 17" day of March, 1902.

J. H. Howard Clerk.

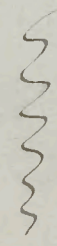
By \_\_\_\_\_ D.C.



(m27)

①

Rally Lane Hayes et al

to  Deed

Campbell Slump

---

Recorded in deed  
Book "V" page 201.

---

"Morris Exhibit 27-"  
filed with the deposition of C. B.  
Slump, Dec. 22/02, in suit of  
C. Slump v. C. Pardo, et al -  
Mayo Cabell, Atty.

---



(COPY).

RECEIVED of Calvin Pardee Forty Dollars(\$40.00)in full for services for surveying line from Letcher County to C.Slemp lands in Kentucky, and Four hundred and twenty five Dollars and sixty two cents(\$425.62)for services in surveying the Huff Heirs land,the amount of which is One hundred and sixty two Dollars and twenty five cents(\$162.25),the Tillman Bailey lands,the amount of which is Thirty three Dollars and fifty eight cents(\$33.58),the Cornett lands,the amount of which is Eighteen Dollars and fourteen cents (\$18.14) and one-half the amount charged for surveying the C.Dlemp lands,to wit,Tow hundred and eleven Dollars and sixty five cents (\$211.65) and I hereby accept the above amounts in full for all services rendered by me for the said Pardee up to this date.

(Signed)L.M.Carmical.



Parishal Exhibit No. 3

Mayo Cabell  
Notary Public

(Signed) J. M. Garmon.

and I hereby accept the above amount in full for all

and the sum of the sum charged for surveying the C. D. Camp

lands, the amount of which is eighteen dollars and fourteen cents

Thirty three dollars and fifty eight cents (\$33.58); the correct

amount of which is one hundred and sixty two dollars and twenty

cents (\$162.20) for services in surveying the Hurt, Helms and

lands, and now hundred and twenty five dollars and sixty two

for surveying the Green, Lecher, County to C. D. Camp lands in Ken-

RECEIVED OF C. D. Camp Twenty Dollars (\$20.00) in full for services

(COPY)



Exd  
convey copy  
C.B.S.

DEED OF CONVEYANCE.

Printed and for sale by the Mountain Echo, London, Ky.

This Deed of Conveyance, Made and entered into this 14<sup>th</sup>  
day of March 1891~~1890~~, between Thomas H. Clark and his  
wife Nancy Clark of the County of Harlan State of Ky.  
party of the first part, and Vesly Rice and her heirs of the  
same county and State as aforesaid  
party of the second part, witnesseth: That said party of the first part, for and in  
consideration of the sum of Ten Dollars in hand paid  
The receipt whereof is acknowledged

do hereby sell and convey to the party of the second part, her heirs and  
assigns the following described property, to-wit: A certain tract or  
parcel of land lying and being in the County  
of Harlan State of Kentucky on the waters of  
Razors Fork of Clover Fork of Cumberland River  
Bounded as follows to-wit: Beginning on  
Three maples on the west bank of the Rock  
House Branch about 30 paces below where  
J. S. Rice now lives. Thence southwardly about  
24 paces to two maples standing on the point  
of the Bull Cove Ridge about two paces below  
a ledge of Rocks just below the graves.  
Thence up the top of said ridge to a creek  
line of a 75 acre survey made in the name  
of Thomas H. Clark and thence with said  
line running to the Rock House Branch  
thence with said line 30 paces to a stake  
on said line, thence a straight line to the  
beginning



To have and to hold the same, together with all the appurtenances thereunto belonging, unto the party of the second part, her heirs and assigns forever. And the said party of the first part hereby covenants with the said party of the second part, that They will warrant the title to the property hereby conveyed unto the said party of the second part and her heirs and assigns forever.

~~Alien is retained upon the property hereby conveyed, as security for the payment of the said unpaid purchase money.~~

In testimony whereof, the party of the first part has hereunto subscribed This name S, the day and year aforesaid.

Thomas A. Clark  
Nancy Clark



STATE OF KENTUCKY,

County of

*Harlan*

Clerk's Certificate of Acknowledgment.

I, *A.B. Cornett* Clerk of the County Court for the county and State aforesaid, certify that the foregoing deed of conveyance from *Thomas H. Clark and his wife Nancy Clark* to *Vesley Rice & her heirs* was on the *14<sup>th</sup>* day of *March 1892*, produced to me in said county and acknowledged before me by *Thomas H. Clark and his wife Nancy Clark* part *is* grantor *s* thereto, to be *this* act and deed.

Given under my hand this *14<sup>th</sup>* day *March 190/1892*

*A.B. Cornett*

Clerk.

*By P.C. Hall*

D. C.

STATE OF KENTUCKY,

County of

*Harlan*

Clerk's Certificate of Lodgment and Record.

I, *A.B. Cornett* Clerk of the County Court for the county and State aforesaid, do certify that the foregoing deed was this day lodged for record, whereupon the same, with the foregoing and this certificate, hath been duly recorded in my office.

Witness my hand this *20<sup>th</sup>* day of *January 190/1893*,

*A.B. Cornett*

Clerk

*By P.C. Hall*

D. C.



M 32

Ex'd

C.B.S.

Thos A. Clark & Co

TO }

DEED.

Vestly Rice & Co

oo—oo

190

~~Acknowledge before me in due form by~~

"Morris Exhibit 32"

plid with the deposition of C.B.

Slump, Rec. vs/for, in suit of C. Slump

v. C. Pardu, - Mayor Cabell, A.P.

Lodged for Record.....

Recorded in Deed Book No.

"Q"

Page 500

Tax, : : \$ .50

~~Fee for Recording~~, : : 1.25

Additional Certificate, : .....

Additional Tract, : : : .....



Contract by C. L. Lums. Aug 18-1890

This Deed made and entered into this 26 day of April 1890. by and between William Clarkston and Martha, his wife, formerly of the County of Harlan and State of Kentucky, but now of the County of Wise and State of Virginia, of the first part and R. C. Ballard Thruston of the City of Louisville, County of Jefferson and State of Kentucky, of the second part. WITNESSES:

That for and in consideration of the sum of Three hundred and seventy-three dollars (\$373.), paid and to be paid as follows: Two hundred dollars (\$200.) paid on the 11th day of February, 1889. Fifty dollars (\$50.) paid on the 20th day of March, 1889. Two dollars (\$2.) paid on the 2nd day of May, 1889. Twenty dollars (\$20.) paid on the 15th day of May, 1889. and Thirty dollars (\$30.) paid on the 1st day of July, 1889. and One dollar (\$1.00) up on the signing and delivering of these presents. in all Three hundred and three dollars (\$303.) in hand paid by the said second party. the receipt of which is hereby acknowledged by the said first parties. and the further payment of Seventy dollars (\$70.) to be paid by the said second party when the said first party shall have produced the patent to said Isaac W. Huff, and perfected title, to the third tract hereinafter described. the said first parties have bargained and sold and by these presents do grant and convey unto the said second party, his heirs or assigns forever. the following described three (3) parcels or tracts of land, to-wit:

1st. All that certain parcel or tract of land marked A on the accompanying plat. lying and being in the County of Harlan and State of Kentucky and on the waters of the Razor's Fork of the Clover Fork of the Cumberland River and included mainly within the bounds of a 50 acre tract surveyed in the name of Jonathan Kelli (deceased) on the 29th day of September, 1837, and patented in the name of Elias Morris (deceased) on



the 20th day of May, 1845. The said land was deeded by the said Elias Morris, deceased, to William Wilson, deceased, by deed dated the 7th day of April, 1842, and recorded in the County Court Clerk's office at Harlan Court-house, Kentucky. The said William Wilson, deceased, granted and conveyed all of the land mentioned in the previous conveyance, together with other lands, to William Clarkston and F. M. Clarkston by deed dated the 8th day of August, 1874, and recorded in the County Court Clerk's office above mentioned in Deed Book J, page 579. This land was subsequently partitioned between William and Francis Clarkston, the western portion being deeded by the aforementioned William Clarkston to the aforementioned Francis M. Clarkston by deed dated the 4th day of November, 1887, and recorded in the Harlan County Court Clerk's office in Deed Book M, pages 500 and 501. The aforesaid Francis Clarkston did on the 5th day of November, 1887, deed the first tract hereby conveyed, together with other land adjoining, to the aforementioned William Clarkston by deed recorded in the Harlan County Court Clerk's office in Deed Book O, page 70. Said tract being bounded as follows, to-wit:

Beginning at a rock on the north side of a small branch and on the east side of Razor's Fork, said rock being a corner to the land sold by said first party to William Huff and by said William Huff to said second party; thence with the lines of said tract

1 a N 80° 15' E 50.8 poles to a Cucumber marked F on a spur or ridge; thence

2 a N 74° W 28.48 poles to a White Walnut on the east bank of said Razor's Fork; thence leaving the lines of the aforesaid tract and down the fork

3 a S 170° W 14.75 poles to a stake in the fork; thence



4a  
5a  
6a

S 50° 45' E 33 poles to a stake in said fork; thence  
S 38° E 18.58 poles to a stake in said fork; thence leav-  
ing said fork

N 82° 45' E 8 poles to the beginning, containing 8.75 acres.  
The consideration for the above described tract of 8.75 acres  
being One hundred dollars of the consideration above mention-  
ed as having been paid heretofore.

2nd. The second tract of land, of which a 4/12 undivided  
interest is hereby conveyed, and which is marked B on the ac-  
companying plat, also lies in the County of Harlan and State  
of Kentucky and on the waters of the Razor's Fork of the  
Clover Fork of the Cumberland River and consists of an undi-  
vided 4/12 interest in and to a certain parcel or tract of  
land contained within the limits of the following surveys of  
land, viz:

(1) A tract surveyed for 50 acres on the 30 th day of Sep -  
tember, 1831, for Jonathan Kelly and patented in his name on  
the 20th day of May, 1833, by grant No. 13,437 and recorded in  
the office of the Register of the Land Office of Kentucky in  
Book A<sup>2</sup>, page 438.

(2) A tract surveyed for 100 acres on the 15th day of Febru-  
ary, 1846, and patented in the name of John Clarkston on the  
5th day of July, 1846, by grant No. 8,972 and recorded in the  
office of the Register of the Land Office of Kentucky in  
Book 17, page 308.

(3) A tract surveyed for 50 acres on the 15th day of October,  
1846, and patented in the name of John Clarkston on the 19th  
day of July, 1847, by grant No. 10,359 and recorded in the  
office of the Register of the Land Office of Kentucky in  
Book 21, page 310.

(4) A tract supposed to have been surveyed and patented prior  
to July, 1845, as a 50 or 100 acre tract in the name of  
(3)



Isaac W. Huff, for the sake of greater certainty however the  
metes and bounds of this tract are given as follows:

Beginning on a Sugar tree and Black Oak on the Elias  
Morris corner; thence

East 20 poles to a Beech and 2 Maples; thence

N 30° E 12 poles to 3 Chestnuts; thence

N 50° W 40 poles to a Beech and Maple; thence

West 80 poles to 3 Sugar trees; thence

South 176 poles to a stake; thence

East 84 poles to a stake; thence

N 3° W 140 poles to the beginning.

The second tract of land, of which a  $\frac{4}{12}$  undivided inter-  
est together with the dower rights is hereby conveyed, is  
bounded as follows, to-wit:

Beginning at a Beech now fallen, the beginning corner  
of the William Wilson 400 acre grant and at the south bank  
of the Razor's fork of the Clover fork of the Cumberland Riv-  
er opposite the mouth of the Rockhouse Branch; thence revers-  
ing the closing line of said Wilson grant and crossing said  
Razor's fork

N 2° 30' E 66 poles to a stake in a line of the Jonathan

Kelly and John Clarkston 50 acre grants;

thence with a line of same

N 41° 15' E 12 poles to an apple tree stump (standing about

16 poles south-west from F. J. Clarkston's  
house) and which now occupies the position where  
formerly stood a Black Gum, the beginning corner  
of said John Clarkston 50 acre grant; thence

N 8° 15' W passing an exterior line of the John Clarkston  
100 acre grant at 35  $\frac{1}{2}$  poles, a line of the  
Jonathan Kelly 50 acre grant at 81 poles, in all  
202 poles to a stake in a line of the John Clark-



then 100 acre grant; thence with a line of same  
 S 35° 30' W 230 poles to a stake corner to said grant;  
 thence with another line of same  
 S 79° 40' E 88 poles to a stake where a line of the John  
 Clarkston 100 acre grant crosses a line of  
 the Isaac W. Huff survey, in all 122 poles  
 to a stake where formerly stood 2 Maples  
 on the east side of Rockhouse Branch corner  
 to the John Clarkston 100 acre grant and  
 the beginning corner of the Jonathan Kelly  
 50 acre grant; thence with a line of said  
 Kelly grant  
 S 73° 20' E 27 poles to 2 Chestnut stumps claimed to be a  
 corner common to said Kelly and Clarkston  
 50 acre grants; thence with a line of said  
 Clarkston grant  
 S 8° 15' W  
 crossing the 3rd line of the I. W. Huff 50  
 or 100 A. survey at 8 poles, in all  
 26 poles to a Maple the north-western corner  
 of said John Clarkston 50 A. grant; thence  
 with another line of same  
 S 17° 45' E 11  
 poles to a stake in the first line of said  
 Huff 50 or 100 acre tract; thence with  
 said line  
 S 66° 15' E 11 1/2 poles to a stake where formerly stood  
 a Beech and 2 Maples, another corner to  
 said Huff survey, the beginning corner of  
 the Elias Morris 50 acre grant; thence  
 with another line of said Huff survey  
 N 32° 40' E 7 poles to a stake in Rockhouse Branch;  
 thence down said branch as it meanders  
 S 39° 30' E 12 poles to a stake; thence



S 35° E 3 poles to the beginning, containing 111.5 acres. The consideration for which 4/12 undivided interest is One hundred and forty-eight and 40/100 dollars (\$148.40) of the consideration above mentioned as having been paid.

3rd. The third tract of land, of which a 4/12 undivided interest is hereby conveyed, and which is marked C on the accompanying plat, lies in the County of Marion and State of Kentucky and on the waters of the Razor's fork of the Clover Fork of Cumberland River and comprises all of the Isaac W. Huff 40 or 100 acre survey, excepting that portion included in the second tract above mentioned and amounting to 2.6 acres, as follows: 1.5 acres included within the Clarkston 100 acre grant, .05 acre included within the Jonathan Kelly 50 acre grant, and 1.25 acres included within the John Clarkston 50 acre grant. Said third tract of land being bounded as follows, to-wit:

Beginning at 2 Maples, the beginning corner of the Jonathan Kelly 50 acre grant and also a corner to the John Clarkston 100 acre grant, and also of tract #2 above described; thence with a line of said Clarkston 100 acre grant and of said tract #2.

N 78° 40' W 58 poles to a stake in a line of said Huff tract; thence with a line of same

N 87° 40' W 50.5 poles to a stake in the upper edge of said William Clarkston's field where formerly stood 3 Sugar trees, the north-west corner of said Huff tract; thence with another line of said Huff tract

S 2° 30' W crossing Bull's Branch 17 3/4 poles, a high ridge at 50 poles, a second ridge at 138 poles, in all

178 poles to a stake about three feet east of a  
(8)



White Walnut that stands about one pole  
 east of the top of a ridge; thence  
 S 87° 40' E 84 poles to a stake in a hollow S 41° E 18  
 links from a White Walnut; thence continu-  
 ing said course  
 S 87° 40' E 8 poles to a stake corner to said Huff survey;  
 thence with another line of same  
 N 40' W 81 poles to a stake in the 3rd line of the  
 said Elias Morris 50 acre grant; thence with  
 said line  
 N 30° 15' W 3 poles to 2 Beeches the 3rd corner to said  
 Elias Morris 50 acre grant; thence with the  
 second line of same  
 N 15' E 75 poles to a stake where formerly stood a  
 Water Oak and Sugar tree, the beginning  
 corner to said Huff survey and also a cor-  
 ner to the aforementioned Elias Morris  
 grant; thence with a line common to both  
 surveys  
 S 88° 15' E 10 1/2 poles to a stake on a line of the afore-  
 mentioned John Clarkston 50 acre grant;  
 thence with a line of same  
 N 17° 45' W // poles to a maple, the north-west corner of  
 said grant; thence with another line of same  
 N 62° 15' E 17 poles to a stake on said line and in a line  
 of said Huff survey; thence with another  
 line of said Huff survey  
 N 47° 40' W 15 poles to a stake in a line of the Jonathan  
 Kelly 50 acre grant and with said line  
 N 72° 20' W 7 poles to the beginning, containing 93.5 a.  
 The consideration for which is One hundred and twenty-four  
 and 80/100 dollars (\$124.80), of which amount the sum of



Fifty-four and 60/100 dollars (\$54.60) has been paid, the remainder to be paid when the said first parties show that they are seized with an unencumbered fee simple title, derived from the Commonwealth, to a 4/13 undivided interest in said land:

TO HAVE AND TO HOLD the afore described three tracts of land unto the said second party, his heirs or assigns forever. And the said first parties hereby covenant that they are the owners of and are seized of an indefeasible fee simple title to said three tracts of land, that there are no liens or encumbrances on same, and that they will warrant generally the land hereby conveyed.

Witness our hands the day and date first above written.

William Charleston  
Wm. F. Charleston  
man 11



INVESTMENT CO  
RECEIVED NO. 80  
PAPER NO. 22

State of Kentucky }  
Harlan County }Sct.

I, W. C. L. Huff, Clerk of the County Court of Harlan County, State of Kentucky, do certify that on this day the foregoing Deed was produced to me in my office, and acknowledged and delivered by William Clarkston and ~~Martha~~ his wife, parties thereto to be their act and deed.

Witness my hand this 26 day of April, 1890.

W. C. L. Huff

Clerk Harlan County Court.

By W. R. Bailey, D.C.

State of Kentucky }  
County }Sct.

I, Clerk of the County Court of do certify that the foregoing Deed was this day produced, delivered to, and lodged with me for record and the same and the foregoing certificate, together with this certificate, have been duly recorded in my said office.

Witness my hand this day of , 1890.

Clerk County Court.



INTERSTATE INVESTMENT CO.

ENVELOPE NO. 60

PAPER NO. 488

State of Kentucky  
Harrison County

I, W.C. Huff, Clerk of the County Court of Harrison County,  
State of Kentucky, do certify that on this day the foregoing  
Deed was produced to me in my office, and acknowledged and de-  
livered by William Clarkson and Martha, his wife, parties  
thereto to be their act and deed.

Witness my hand this 25 day of May, 1890.

W.C. Huff  
Clerk Harrison County Court.  
By \_\_\_\_\_, D.C.

State of Kentucky  
County

I, \_\_\_\_\_  
Court of \_\_\_\_\_  
do certify that the foregoing Deed  
was this day produced, delivered to, and lodged with me for  
record and the same and the foregoing certificate, together  
with this certificate, have been duly recorded in my said  
office.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 1890.

Clerk \_\_\_\_\_  
County Court.



Virginia  
Soc. County } set

I, E. M. Cooper a Notary public  
in and for the State and County aforesaid  
hereby certify that this instrument  
of writing dated April 26<sup>th</sup> 1890  
from William Clarkston and  
Martha Clarkston his wife was  
this day produced to me by the  
parties and the contents and  
effects of the instrument being  
explained to the said Martha  
Clarkston by me separately and  
apart from her husband she  
thereupon declared that she did  
freely and voluntarily receive  
and deliver the same to be  
her act and deed and consented  
that the same might be recorded  
given under my hand and  
seal of office this 26<sup>th</sup> day of  
October 1890.

My Commission expires 10<sup>th</sup> day of  
July 1903.

E. M. Cooper N. P.

State of Kentucky } set  
County of Harlan }

J. F. Skidmore Clerk of the Harlan County  
Court do certify that the foregoing is



from Wm Clarkston et al to  
R. C. Ballard Thruston was this  
day produced to me and lodged for  
record and the same with the  
certificates thereto has been duly  
recorded in my said office in  
Deed book "W. B. - 32, 33, 34, 35, 36  
37, and 38

Given under my hand this

31 day of October 1901 -

J. F. Skidmore

Clk Harlan County Court


By - O. J. Nolan

D. C.



---

Wm Clarendon & wife

To  Dad

R. C. Ball and Thurston

---

"Morris Exhibit 35"

filed with the deposition of  
C. B. Alump, Dec. 22/01, in  
suit of C. Alump v. C. Pardo, et al.  
Mayo Exhibit, A.P.

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THIS DEED, made and entered into this the 20th. day of December, 1901, by and between R. C. Ballard Thruston, of Louisville, Kentucky, party of the first part, and Campbell Slemm and Campbell Bascom Slemm, of Big Stone Gap, Virginia, parties of the second part.

WITNESSETH: That for and in consideration of One Dollar, cash in hand paid, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant, convey, release and quit-claim, without covenants of warranty, unto said parties of the second part, all his right, title and interest of, in and to all that certain tract of land located in Harlan County, Kentucky, on the South side of Big Black Mountain, and on the waters of Reasor's Fork of the Clover Fork of Cumberland River, being a part of a tract of land which was granted by the Commonwealth of Kentucky to John Clarkston by Letters Patent, dated May 22nd, 1851, in so far as the land embraced within said patent lies within the following boundary, to-wit:

Beginning at a stake in the edge of a field where formerly stood three sugar-trees on the side of a hill, the beginning corner of the aforesaid patent; thence with a line of said patent S 2-1/3° W about 150 poles to the North line of the Thomas Morris 100 acre patent of July 2nd, 1845, as recently located and staked by L. M. Carmical, and which location is referred to in a deed of this date from the Inter-State Investment Company to the said parties of the second part herein; thence with the North line of the said Thomas Morris 100 acre patent, N 87° 30' W to a stake at the intersection of said line with the West line of the said John Clarkston 100 acre patent; thence from said point of intersection, and running with said West line of said John Clarkston 100 acre patent, and by the degree called for in said patent, N 9° E to a stake, corner of said patent; thence by a call of said patent, S 9° E 100 poles to the beginning.

WHEREUNTO witness the following signature, this the day and year first above written:

R. C. Ballard Thruston



( 2 )

Commonwealth of Virginia )  
County of Wise ) Set:

I, B. T. Swine, a Notary Public, in and for the State and County aforesaid, do certify that this instrument of writing from R. C. Ballard Thruston, dated December 20th, 1901, was this day produced to me by the parties and was acknowledged by the said R. C. Ballard Thruston to be his act and deed.

Given under my hand and seal of office, this the 28<sup>th</sup> day of December, 1901.

My commission expires on the 18 day of January, 1902

B. T. Swine

Notary Public.

State of Kentucky )  
County of Harlan ) to-wit:

In the Clerk's Office of the County Court of Harlan County, Kentucky: The foregoing deed from R. C. Ballard Thruston to Campbell Slomp and Campbell Bascom Slomp, dated December 20th, 1901, was on the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, lodged in my said office for recordation, and the said deed with the certificate of acknowledgment thereto, was duly recorded in my said office on the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, in Deed Book \_\_\_\_, page \_\_\_\_.

\_\_\_\_\_  
Clerk

By \_\_\_\_\_ D.C.





(m.)  
R. C. B. Thurston,

to ~~~~~ Deed

C. Slump, et al.

"Morris Exhibit 38-"

filed with the deposition of C. B.  
Slump Feb. 11/03 in sight of  
C. Slump & C. Pardo, et al.  
Mayo Cabell, et al.



THIS DEED made this February 20th, 1901, by and between Thomas Harmon Clarkston (also know as <sup>Harman</sup>~~Harmon~~ Clarkston, Thomas Clark, Thomas H. Clark and Harmon Clark) and Nancy his wife, of Harlan County, Kentucky, parties of the first part, and Campbell Slemph of Wise County Virginia party of second part;

WITNESSETH that in consideration of the sum of one dollar paid to them said first parties hereby grant, release, and quit-claim unto said second party on the right, title and interest of said first parties in and to all the land ever owned, or claimed to be owned, by said Thomas Harman Clarkston in Harlan County Kentucky on the waters of Razor Fork of Clover Fork, exceptth that certain parcel of land lying on Clearing Cove Ridge and Clearing Cove Branch heretofore conveyed to said Clarkston by Campell Slemph and wife and C. B. Slemph.

TO HAVE AND TO HOLD unto said second party, his heirs and assigns, forever in fee simple.

Witness the signatures of the first parties.

Thomas Harman Clarkston <sup>his</sup>  
Nancy Clarkston <sup>her</sup> ~~mark~~

State of Kentucky County of Harlan,

I, J. F. Skidmore, Clerk of Harlan County Court by W. H. Short, deputy Clerk, hereby certify that the foregoing deed, dated February 20th, 1901, from Thomas Harman Clarkston and Nancy Clarkston his wife to Campbell Slemph was this day produced before me by the parties grantor and was by each of them this day acknowldged <sup>to</sup> be their act and deed.

Given under my hand this 23 day of Feb 1901.

J. F. Skidmore

Clerk of Harlan County Court.

By W. H. Short D. C.,



State of Kentucky }  
County of Harlan } Set

J. J. H. Skidmore Clerk of the County Court  
for the County and State aforesaid certify  
that the foregoing Release Deed was this day  
lodged for Record and the Same with the  
foregoing and this certificate have  
been duly Recorded in my office  
Witness my hand this February 25<sup>th</sup>, 1901

J. J. H. Skidmore Clerk.

R7

in 34

note 122

Release Deed

Thos. Harman, Clerkston of up

to

Campbell Slump

Recorded in deed  
Book M Pages 363-44

"Morris Exhibit 34"

filed with the deposition of C. B.  
Slump, Dec. 22/01, in suit of  
C. Slump vs. C. Varden, et al

Mayo Cabell, MO



End  
Correct copy  
C.B.S.

JOHN P. MORTON & Co.,  
INCORPORATED,  
LOUISVILLE, KENTUCKY.

James H. Caldron &c

To.

Debt.

Campbell Slump &c. 3

This deed of Conveyance made and  
entered into this the 21<sup>st</sup> day of June 1888 between  
James H. Caldron and Nancy Caldron his wife  
of The County of Harlan and State of Kentucky  
parties of the first part, and Campbell Slump  
of The County of Lee and State of Virginia & William  
Huff of The County of Harlan & State of Kentucky  
parties of the second part. Witnesseth that for  
and in consideration of the sum of seven  
hundred dollars in hand paid the receipt whereof  
is hereby acknowledged, the said parties of the  
first do grant, bargain, sell and convey unto  
the said parties of the second part, a certain  
tract of land situated on the waters of the  
Clover Fork of Cumberland River on the south  
side of the Big Black Mountain in the County  
of Harlan and State of Kentucky and bounded  
as follows to-wit:- Beginning at three sugar  
trees a corner to a twenty five thousand acre  
survey made in the name of Boyd Dickinson  
then with a line of the same N 60 E 360 paces  
to three cyrns, then south 160 paces to a stake  
then west 300 paces to the beginning, containing  
two hundred acres more or less, surveyed  
26<sup>th</sup> day of January 1882 & Patented in the name  
of James Caldron, The said first parties  
also convey another tract surveyed on the  
26<sup>th</sup> day of January 1882 for Stephen McKnight  
and patented in his name and added to the



J. H. Caddison Seal  
Nancy <sup>in</sup> Caddison Seal  
mark

W. C. L. Huff Clerk of the H.C.C.



By Wm A Creech D.C.

State of Kentucky  
County of Harlan

I W. C. L. Huff Clerk of The Harlan  
County Court do certify That the foregoing  
Deed from J. H. Caldron & wife to Campbell  
Slump & Wm Huff was produced to my deputy  
Wm A. Creech in said County and acknowledged  
before him in words & figures as follows  
to-wit: The within acknowledged in due  
form of law before me by James H. Caldron  
& Nancy Caldron his wife to be each of  
their own acts and deeds, Given under my  
hand this the 23rd day of June 1888; W. C. L.  
Huff Clerk of the H. C. C. By William A. Creech  
D.C. and said deed together with this Certificate  
is duly recorded in my office, Given  
under my hand this 10th day of September  
1888.

W. C. L. Huff C. C. C.  
By M. G. Bailey D.C.

D B L pp 104 & 105



(C9)

- 4

James H. Caldron &c

To. of Deed

C. Slump &c

Ex &c

C. B. S.

"Caldron, &c. Exhibit 9."

filed with the deposition of C. B.  
Slump, Dec. 22/01, in suit of  
C. Slump vs. C. Caldron, et al.

Mayo Cabell, J.P.



R. 18

THIS DEED made this March 2, 1901, by and between Joseph C. Blair widower, party of the first part, and Cumberland Valley Land Company, party of the second part;

WITNESSETH:

Whereas said first party in his own right with others executed and delivered to said second party a deed, dated September 27, 1887, recorded in Harlan County, Kentucky, on February 18, 1888, in deed book <sup>K</sup> <sup>487</sup> page, conveying his interest in a certain tract of land in Harlan County, Kentucky, on the south side of Big Black Mountain, known as the Garrison tract, being a part of the land granted to John Garrison by the Commonwealth of Kentucky by patent dated September 17, 1859, (recorded in Patent Book 58 page 350) and described as follows:

Beginning at a beech second corner of the Geo. Brittain 50 acre Rock-house tract standing on the South side of Big Black Mountain, thence North 43 East 92 poles more or less with the second line of said tract to a stake at its intersection with a line of the Boyd Dickenson 25,000 acre survey, thence with said Dickenson's line North 61-1/2 East 72 poles to a stake at the intersection of said Boyd Dickenson's line and the line of the said Garrison patent which runs South 200 poles, thence with said last mentioned line South 79 poles to a stake the Southeastern corner of said Garrison patent tract thence, South 47 thence North 60 East 128 poles to a stake West 175 poles to a stake, on the aforesaid Boyd Dickenson line thence, with said last mentioned line North 61-1/2 E 117 poles to a stake on the last line of said Garrison patent (being a line of the aforesaid Geo. Brittain 50 acre patent, thence South 27 East 26-1/2 poles to the beginning, containing 100.47 acres more or less.




(2)

And whereas, from the record of the aforesaid deed of September 27, 1887, it would appear that said first party did not acknowledge said deed.

Now therefore said first party, in consideration of the premises hereby grants, releas<sup>es</sup> and quit-claim<sup>s</sup> unto said second party all his right, title or interest, in and to said above described tract of land.

TO HAVE AND TO HOLD unto said party, its successors and assigns forever in fee simple.

WITNESS the signature and seal of said first party.

J. C. Blair 

State of ~~Colorado~~ <sup>Washington</sup> }  
County of ~~Thurston~~ <sup>Thurston</sup> } ss.

I, Alfred Thompson, a Notary Public in and for the State and County aforesaid do certify that this instrument of writing, dated March 2, 1901, from Joseph C. Blair to Cumberland Vally Land Company, was this day produced to me by the parties and was this day by said Joseph C. Blair acknowledged to be his act and deed.

Given under my hand and seal of office this 23<sup>rd</sup> day of March, 1901.

My Commission expires on 20<sup>th</sup> day of April, 1902.

(  
( N. P.'s )  
(  
( seal )  
( here )  
(

Alfred Thompson  
NOTARY PUBLIC IN AND FOR THE STATE  
OF WASHINGTON RESIDING AT OLYMPIA.



State of Kentucky  
County of Harlan.

I J. F. Sizemore clerk of the County  
Court for the County and State aforesaid certify  
that the foregoing instrument of writing was this  
day lodged for record, whereupon the same with the  
foregoing and this Certificate hath been duly recorded  
in my Office.

Witness my hand this the 2<sup>nd</sup> day of April 1901.

J. F. Sizemore Clerk  
By H. H. Howard D.C.



45  
Joseph C. Blair, Widower

To { Deed

Amberland Talley Land Co.

Recorded in Deed Book  
A page 469.

"Garrison Exhibit 5"

phot with the deposition of  
C. B. Slump, Dec. 22/92, in  
suit of C. Slump v. C. Pender,  
et al  
Mayo Cabell, A.P.



This Deed of Conveyance made and entered into this the 16<sup>th</sup> day of May 1891 between E. C. Blair & Mary Blair his wife of the County of Hardan and State of Kentucky parties of the first part and Campbell Stewart of the County of Lee & State of Virginia party of the second part witnesseth that the aforesaid first parties have this day granted & sold and by these presents do grant, bargain, sell & convey unto the aforesaid second party four undivided heirs parts it being four twelfths of a certain tract or parcel of land conveyed by John Blackstone deceased to Richard Morris deceased the deed bearing date Feb. 3<sup>rd</sup> 1857 & conveyed to the said E. C. Blair by Deeds bearing date Aug. 8-1887 & May 16<sup>th</sup> 1891 from John W. Morris. The land is situated on the Right Fork of the Clover Fork of Cumberland River in the County of Hardan & State of Kentucky & bounded as follows to wit - Beginning at a Black-Gum corner to a fifty acre survey made in the name of Thomas Black, thence S 40 W 25 poles to a black-Gum, then S 60 W 25 poles to a maple & service, then S 20 E 120 poles



to a stake then N 40 E 95 poles to a stake  
then N 41 W 100 poles to the beginning, then  
S 40 W to the Rockhouse Creek, then up-  
said Creek 80 poles to a stake, thence South-  
wardly to three Sugartrees thence South  
with the line 126 poles to three Chesnuts &  
a Locust, then east 84 poles to a Buckeye  
then N 3 W 140 to a Sugartree and blackoak  
beginning corner to said Huff survey & in-  
cluding said Huff survey then east 10 poles  
to a stake then S 10 E 160 poles to a stake  
then west 100 poles to a stake thence  
N 60 W 80 poles to a stake thence N 7 E  
260 poles to a stake then South 9 East  
100 poles to the beginning - containing  
(250) two hundred & fifty acres more  
or less - The parts hereby conveyed  
are the heirs parts of John. W. Morris  
Anthony, Morris, Wiley, Morris & Elias  
Morris all heirs of Richard Morris  
deceased. To have and to hold unto  
the said Campbell Stump his heirs  
& assigns forever and the aforesaid  
first parties covenant with the aforesaid  
second party that they will warrant  
the said land unto the said second party  
from them & their heirs and from  
John. W. Morris, Anthony, Morris, Wiley



Morris & Elias Morris & Their heirs  
forever - witness the following signatures  
& seals this the day & date above  
written -

The aforementioned deeds referred to are  
recorded in the clerks office of Harlan  
County Ky - witness, the following  
signatures & seals this, the day &  
date above written -

The consideration of the fore ~~deed~~  
- going contract was for seventy ~~deed~~  
five dollars the receipt of which  
is hereby acknowledged -

E. C. Blair



Mary <sup>her</sup> Blair <sub>mark</sub>



State of Kentucky }  
County of Harlan } }

J. C. B. Bennett clerk of the Harlan county  
court certify the foregoing deed of  
conveyance from E. C. Blair and Mary  
his wife to Campbell Slump was  
this day produced to me in said  
county and acknowledge before me By  
E. C. Blair & Mary Blair his wife to be  
their acts and deed given under my  
hand this May the 18<sup>th</sup> 1891

J. C. B. Bennett clerk  
By Wm R Bailey D C



W 6

"Morris Exhibit C"

Filed with the deposition of C. B. Slump  
the 22<sup>nd</sup> Nov, in suit of C. Slump vs.  
C. Parker, et al - Mayo, Cabell, et al

E. B. Blair

Mary Blair

Do Deed

\_\_\_\_\_

Campbell, Slump

Edw. T. T. T. T.  
June 10 "1891

Recorded in Deed  
book N. page 2614

W. B. Conner, clerk

State of Kentucky  
County of Harlan }

I A. B. Conner Clerk of the Harlan County  
Court do certify that the foregoing deed  
of conveyance was this day lodged in my  
office for record whereupon I am to the world  
that the foregoing certificate has been duly  
examined and is correct  
Given under my hand this June 10 1891

A. B. Conner, clerk



(Ex for calls of land only)  
oil

Nancy Blair & others  
To

E. Reed

The Cumberland Valley Land Co.

This deed of conveyance made and  
entered into this 25<sup>th</sup> day of  
September 1887. between Nancy  
Blair Lewis Blair John S. Blair  
Absalom Blair John Galis and  
Polly Galis his wife all of Perry  
county State of Missouri. and  
J. C. Blair and Charlotte Blair his  
wife of Perry County Kentucky  
William Blair and Polly Blair his  
wife of Letcher County Kentucky  
E. C. Blair and Mary Blair his  
wife John Hugg and Sally Hugg  
his wife of Harlan County Kentucky  
parties of the first part and  
The Cumberland Valley Land Company  
parties of the second part, Witnesses:  
That said parties of the first part  
for and in consideration of the  
sum of three hundred and forty-  
five dollars paid by the parties  
of the second part by the parties  
of the first part the receipts  
whereof is hereby acknowledged do  
hereby sell and convey to the  
parties of the second part their  
heirs and assigns the following  
described property to wit: of  
a certain tract or parcel of land



lying and being in Harlan  
County Kentucky on the Clover  
fork of Cumberland River and  
bounded as follows to wit:

Beginning at a Buck second  
corner of George Brittain's fifty  
acre Rock house tract, standing  
on the south side of Big Black  
Mountain thence N 43 E 92 poles  
with second line of said tract  
to a stake at its intersection  
with a line of Boyd Dickinson's  
25000 acre survey on which  
Garrison's tract lies. Thence with  
Dickinson's line excluding a cap  
made on him thence N 61 1/2 E 72  
poles to a stake at the intersection  
of the south line of a 150 acre  
tract. Thence with said line  
S 79 poles to a stake a corner of  
a 150 acre survey. Thence S 47 W  
175 poles to a stake thence N 60 W 175  
poles to a stake a line of a 150 acre  
tract at its intersection with a  
line of Boyd Dickinson's 25000  
acre survey. Thence with Dickinson's  
line corrected N 61 1/2 E 117 poles  
to a stake at the intersection of  
Dickinson's line with east line  
of 150 acres. Thence with east  
line of same S 27 E 26 1/2 poles to  
the beginning being a part of a



Tract of land patented to  
John Garrison. September the  
17<sup>th</sup> 1859 containing 115 acres  
by survey To have and to hold  
the same together with all the  
appurtenances thereunto belonging  
unto the parties of the second  
part. Their heirs and assigns  
forever and the said parties  
of the first part hereby cove-  
nants with the said parties of  
the second part. That they  
will warrant the title to the  
said parties of the second part  
and their heirs and assigns fo-  
rer in testimony whereof the  
parties of the first part. have  
hereunto subscribed their names  
the day and year of our said

Nancy Blair (Seal)

Lewis Blair (Seal)

Abraham Blair (Seal)

John S Blair (Seal)

John M Gates (Seal)

Polly Gates (Seal)

By J. C. Blair atty in fact (Seal)

E. C. Blair (Seal)

J. C. Blair

William<sup>his</sup> Blair (Seal)

Polly<sup>his</sup> Blair (Seal)

Charlotte<sup>his</sup> Blair (Seal)

Mary Blair (Seal)



John Huff (Seal)  
Sally Huff (Seal)

Which was recorded and  
certified to in deed book K  
pages 487-488, 489 & 490.

State of Kentucky

County of Letcher } Sec:

I Alexander Stumper Deputy Clerk  
of the County Court for the County and  
State aforesaid certify that the foregoing  
deed of conveyance from J. C. Blair and  
Charlotty Blair and William Blair and  
Polly Blair to the Cumberland Valley  
Land Company was on the 3<sup>rd</sup> day of  
October 1887 produced to me in said  
County and acknowledged before me  
by the said Charlotty Blair and  
William Blair and Polly Blair parties  
grantors thereto to be their act and  
deed and the said Charlotty Blair  
and Polly Blair being examined  
separately and apart from their said  
husbands having said deed fully explained  
to them acknowledged that they made  
said deed of their own free will and  
does not wish to retract it: and that  
the same be put to record with the fore-  
going certificates

Given under my hand this the 3<sup>rd</sup> day of  
October 1887.

John A. Craft Clerk  
By Alexander Stumper Deputy



State of Kentucky,

Harlan County, 3<sup>d</sup> Sch:

I William R. Bailey Deputy Clerk  
for Harlan County, Ky. Certify That The  
forgoing deed of Conveyance from  
Enoch C. Blair and Mary Blair his  
wife: and John Huff and Sally Huff  
his wife to The Cumberland Valley Land  
Company was on the 19<sup>th</sup> day of October  
1887. produced to me in said County and  
acknowledged before me by Enoch C.  
Blair and Mary Blair his wife and  
John Huff and Sally Huff his wife  
parties, grantors, thereto to be their  
act and deed and is willing for said  
deed to be placed upon record.

Given under my hand this Oct. the 19<sup>th</sup> 1887.

W. C. L. Huff Clerk

By William R. Bailey D.C.

State of Kentucky,

County of Harlan, 3<sup>d</sup> Sch:

I W. C. L. Huff Clerk by Jesse H.  
Howard Deputy Clerk of the County Court  
for the County and State aforesaid; Certify  
That The foregoing deed of Conveyance from  
J. C. Blair Power Atty in Fact for Nancy  
Blair, Lewis Blair, Absalom Blair, John  
S. Blair, John M. Galis, and Polly Galis  
to The Cumberland Valley Land Company  
was on the 27<sup>th</sup> day of Sept. 1887. produced  
to me in said County and acknowledged  
before me by J. C. Blair power of atty in



Fact for the above named heirs, parties  
granted thereto, to be their act and deed  
Given under my hand This 27<sup>th</sup> day of Sept 1887.

W. C. L. Huff C. H. C. C.

By Jesse W. Howard D. C.

State of Kentucky  
County of Harlan } Sch:

I M. G. Bailey Deputy for W. C. L. Huff  
Clerk of the County Court for the County  
and State aforesaid, Certify that the foregoing  
deed was lodged in my office for record  
whereupon said deed together with this Cer-  
tificate is duly recorded in my office:  
Given under my hand, This 18<sup>th</sup> day of Feby 1888.

W. C. L. Huff C. H. C. C.

By M. G. Bailey D. C.



93

Nancy Blair & others:

To, } Deed

C. V. Land Co.

Ex &

C. B. S.

"Garrison Exhibit 3"

Filed with the deposition of C. B.  
Shump, Dec. 22/01, in suit of  
C. Shump v. C. Pender, et al -  
Mayo Cahill, Atty.



THIS DEED made this February 25th, 1901, by and between  
Elizabeth Barker, widow, of ~~Harlan~~ <sup>[Washington]</sup> ~~County~~ <sup>[Virginia]</sup>, party of the  
first part; and Campbell Slemple, of Wise County, Virginia,  
party of the second part.

WITNESSETH WHEREAS by deed dated November 24th, 1871, re-  
corded in Harlan County, Ky., deed book "N" p. 604, said first  
party conveyed to one Joseph K. Olinger inter alia her undi-  
vided one-twelfth (1-12th) interest in the land hereinafter  
more particularly described.

AND WHEREAS by deed dated January 26th, 1891, recorded in  
Harlan County, Ky., deed book "N" p. 552, said Joseph K. Ol-  
inger, et al. conveyed to said Campbell Slemple inter alia said  
interest in said land.

AND WHEREAS the above mentioned deed from said Elizabeth  
Barker to Joseph K. Olinger was acknowledged by said grantor  
in Virginia, before a justice of the peace, and is consequent-  
ly, while valid as between the parties, not properly entitled  
to registry under the law of Kentucky.

NOW THEREFORE in consideration of the premises, as well  
as in consideration of the sum of one dollar this day paid to  
said first party by said second party, the receipt whereof is  
hereby acknowledged, said first party hereby grants, conveys  
and releases unto said second party, without warranty of title,  
any right, title or interest that is or may be vested in said  
first party in and to all the land in Harlan County, Kentucky,  
on Razor Fork or the waters thereof, of which said first  
party's Father, Richard E. Morris, dec'd., was at any time  
seised, or which he owned in law or in equity.

*This is intended to convey the 2.50 acre tract of land conveyed by John Clarkston to Richard Morris in 1857.*



on said Rago's fork in Harlan County  
Kentucky & Recorded in the Clerk's Office  
of said County to which reference is  
hereby made

TO HAVE AND TO HOLD unto said second party, his heirs and  
assigns forever in fee simple.

IN TESTIMONY WHEREOF witness the signature and seal of  
said first party.

*Elizabeth Barker,*

----- (SEAL)

*Virginia* *Washington*  
State of ~~Texas~~, County of ~~Hunt~~, to-wit:-

I, *P. L. Barker*, a notary public in and  
for the State and County aforesaid, hereby certify that Eliza-  
beth Barker, whose name is signed to the foregoing deed dated  
February 25th, 1901, from said Elizabeth Barker to Campbell  
Slomp, this day produced said instrument before me in my  
county aforesaid and acknowledged the same to be her act and  
deed.

Given under my hand and seal of office, this 4 day of

*June*, 1901. My commission expires *18th* day  
*of July* 190*3*.

*P. L. Barker*  
*Washington Co. Va*  
Notary Public ~~Hunt County, Texas.~~



State of Kentucky, County of Harlan, to-wit:-

In the Office of the Clerk of the County Court of Harlan  
County, Ky., the foregoing deed from Elizabeth Barker, widow,  
to Campbell Slomp, dated February 25th, 1901, was on the 7  
day of *June*, 1901, lodged in my said office for  
record, and the said deed with the certificate of acknowledg-  
ment <sup>that</sup> was duly recorded in my said office on the 7 day of  
*June*, 1901. *J. H. Skidmore* Clerk.  
By *J. E. Ward* D. C.



By \_\_\_\_\_  
1901, \_\_\_\_\_  
Clerk.

Went was duly recorded in my said office on the \_\_\_\_\_ day of  
record, and the said deed with the certificate of acknowledge-  
day of \_\_\_\_\_, 1901, lodged in my said office for

to Campbell Slump, dated February 28th, 1901, was on the \_\_\_\_\_  
County, Ky., the foregoing deed from Elizabeth Barker, widow,

In the Office of the Clerk of the County Court of Harlan

State of Kentucky, County of Harlan, to-wit:-

Notary Public Harlan County, Texas.

of \_\_\_\_\_, 1901.

1901. My commission expires \_\_\_\_\_ day

Given under my hand and seal of office, this \_\_\_\_\_ day of  
good.

R8 m 20 n 108  
Deed  
Elizabeth Barker  
to  
C. Slump

Recorded in  
Deed Book 24, P 347 & 8

"Morris Exhibit 20."  
filed with the disposition of C. B.  
Slump, Dec. 22/01, in suit of  
C. Slump & C. Vander, et al -  
Mayo, et al -

(SEAL)

said first party.

IN TESTIMONY WHEREOF witness the signature and seal of

said first party.

TO HAVE AND TO HOLD unto said second party, his heirs and



Luke P. Blackburn Esq.

GOVERNOR OF THE COMMONWEALTH OF KENTUCKY.

To all to whom these Presents shall come, Greeting:

Know Ye, That by virtue and in consideration of an order from the Harlan county court Feb. 1882

there is granted by the said Commonwealth unto Green Branson

a certain Tract or Parcel of Land, containing 200

acres, by survey, bearing date the 14th day of March, eighteen hundred and eightytwo, lying and being in the County of Harlan, Beginning on a chest-

nut standing on top of the Big Black Mountain corn r to a survey in name John Adams thence S. 62 W. 50 poles to awater oak, thence S. 14 E. 640 poles to a stake, thence N. 62 E. 50 poles to a stake thence N. 14 W. 640 poles to the beginning.

with its appurtenances: To Have and to Hold the said Tract or Parcel of Land with its appurtenances, to the said Green Branson

and his heirs forever.

IN WITNESS WHEREOF, the said L. P. Blackburn, Esq., Governor of the Commonwealth of Kentucky, hath hereunto set his hand, and caused the Seal of the said Commonwealth to be affixed, at Frankfort, on the 3rd day of July in the year of our Lord eighteen hundred and eightytwo and of the Commonwealth the 91st

BY THE GOVERNOR:

Luke P. Blackburn

James Blackburn

Secretary of State.

A Copy Attest:

*Geo. G. Cantelero* Auditor.





"Dodge Exhibit 12"  
filed with the deposition of C. B.  
Slump, Feb. 11/03, in suit of  
C. Slump v. C. Pardo, et al  
Mayo Cahill & Co.

Green Branson

GRANT 200 ACRES.

Harlan COUNTY:

EXAMINED AND RECORDED.

Book 102, Page 76

No. 56192

Fee \$ 1.00 Paid

GEO. G. FETTER PRINTING CO., LOUISVILLE.





THIS DEED made this March 2, 1901, by and between Lewis W Blair and Susan Blair, his wife, Polly Gates, widow; Absolem Blair and Nancy his wife; John S. Blair and Nellie his wife; parties of the first part; and the Cumberland Valley Land Company party of the second part:

WITNESSETH: that for and in consideration of the sum of one dollar paid to the <sup>m</sup>said first parties hereby grant, release and quit-claim unto the said second party, all the right and interest of said first parties in and to all that certain tract of land lying in Harlan County, Kentucky on the Southern side of Big Black mountain being a part of the land granted by the Commonwealth of Kentucky to John Harrison by patent dated September 17, 1859, patent book 55 p 350 and a part of the land conveyed by Granville Garrison et.al. to William Blair et. al by deed dated December 10, 1884, recorded deed book "J" page 608 and the land conveyed by Nancy Blair et.al. to said second party by deed dated September 27, 1887, deed book "K" page 487, and described as follows:

Beginning at a beech second corner of the Geo. Brittain 50 acre Rock-house tract, standing on the South side of Big Black Mountain, thence North 43 East 92 poles more or less with the second line of said tract to a stake at its intersection with a line of the Boyd Dickenson 25,000 acre survey, thence with said Dickenson's line North 61-1/2 East 72 poles to a stake at the intersection of said Boyd Dickenson line and the line of the said Garrison patent which runs South 200 poles, thence with said last mentioned line South 79 poles to a stake the Southeastern corner of said Garrison patent tract, thence South 47 West 175 poles to a stake, thence North 60 West 128 poles to a stake on the aforesaid Boyd Dickensons line,



(2)

thence with said last mentioned line North 61-1/2 East 117 poles to a stake on the last line of said Garrison patent (being also a line of the aforesaid Geo. Brittain 50 acre patent) thence South 27 East 26-1/2 poles to the beginning containing 100.47 acres more or less.

TO HAVE AND TO HOLD unto said second party its successors and assigns forever in fee simple.

WITNESS the signatures and seals of said first parties.

*Polly Gates*  
mark

(Seal)

*John S. Blair*  
mark

(Seal)

*Nellie Blair*  
mark

(Seal)

*Nancy Blair*  
mark

(Seal)

*Absolom Blair*  
mark

(Seal)

*Lewis Blair*

(Seal)

*Susan Blair*  
mark

(Seal)

State of Missouri

County of Taney

I, *William R. Adams*

a Notary Public in

and for the State and County aforesaid, do certify that this instrument of writing dated March 2, 1901 from Lewis Blair and Susan Blair, his wife, Polly Gates widow, Absolom Blair and

Nancy his wife, John S. Blair and *Nellie* his wife to the Cum-

berland Valley Land Company was this day produced to me by the

parties, which was acknowledged by the said *Lewis Blair*, *Absolom Blair*, and John S. Blair and Polly Gates to be their act

and deed and the contents and effect of the instrument being ex-

plained to the said *Susan Blair* and the said *Nancy Blair* and the

*and the said Nellie* said *Nellie Blair* by me separately and apart from their husbands



*Susan Blair, Nancy<sup>(3)</sup> Blair and Nellie*  
the said ~~Susan Blair, Nancy Blair and Mollie Blair~~ thereupon  
declared that ~~they~~ <sup>they</sup> did freely and voluntarily execute and deliver  
the same to be ~~their~~ <sup>their</sup> act and deed, and consented that the same  
might be recorded.

Given under my hand and seal of office this the 14 day of  
March, 1901.

My commission expires Feb - 13 - 1904

William R. Adams N. P.

(-----)  
( N. P.'s )  
( seal )  
( here )  
(-----)

State of Kentucky ~~West~~  
County of Harlan ~~West~~

I J. F. Skidmore Clerk of the County  
Court for the County and State aforesaid Certify  
That the foregoing instrument of writing was this  
day lodged for record whereupon the same with  
the foregoing and this Certificate have been duly  
recorded in my office

Witness my hand this the 22<sup>nd</sup> day of March 1901

J. F. Skidmore Clerk  
By H. H. Howard D.C.



1877 1879  
Lewis Blair, et al.

To { Deed

Cumberland Valley Land Co.

---

Recorded in Deed Book  
U page. 448.

---

"Garrison Exhibit 4."

filed with the deposition of C. B.  
Slump, Dec. 22/02, in suit  
of C. Slump v. C. Parsh, et al  
Mayo Cabell, A. P.

---



Ex 2  
Correct copy  
C.B.S.

OK

Nancy Blair & others }  
To. }

Joseph C. Blair }

P. Atty.

Article of Agreement made and  
entered into This The 8<sup>th</sup> day of April 1887  
between Nancy Blair, Lewis Blair, Absolam  
Blair John S. Blair, John M. Galis and  
Polly Galis parties of the first part of  
The County of Harlan and State of Ky  
and Joseph C. Blair of The County of Perry  
and State of Ky, parties of the second  
part: Witnesseth that the parties of the  
first has hereby made the said Joseph  
C. Blair a Power of Attorney to assign their  
interest in a certain tract or parcel of  
land that Samuel Clay holds an option  
on lying and being in the County  
of Harlan on the Clover Fork of Cum-  
berland River known as the Morris  
and Garrison land,  
Given under our hands This The 8<sup>th</sup>  
day of April 1887.

Lewis Blair

seal

Polly <sup>his</sup> Galis

seal

A. Blair

seal

John S. <sup>his</sup> Blair

seal

Nancy <sup>his</sup> Blair

seal

John M. Galis

seal

State of Kentucky }

County of Harlan } Sch:

I H. C. L. Huff Clerk of the County  
and State aforesaid Certify That The foregoing



Power of Atty from Nancy Blair & others  
to Joseph C. Blair was produced to  
me in my office duly certified to  
have been acknowledged before Wm  
G. Dixon a Deputy Clerk for Harlan  
County by the parties of the first  
part to be each of their act & deed  
on the 8<sup>th</sup> day of April 1887, & the same  
together with this certificate is duly  
recorded in my office:

Given under my hand. This 17<sup>th</sup> day  
of September 1887

W. C. L. Huff C. H. C. C.

By M. G. Bailey D. C.

(In Deed Book "J" page 604 -

P. B. J. P. - 604



Nancy Blair & Co

Lo { P. atty

J. C. Blair

Ex'd  
C. B. S.

"Blair Exhibit 27"

filed with the deposition of C. B.  
Slump, Feb. 11 / 03, in suit of  
C. Slump v. C. Parden, et al -  
Mayo Cabell, M.P.



1 This Contract made and entered  
2 into this the 30th day of June 1900  
3 By and between J. B. Barker  
4 Party of first part and C. Parden  
5 of Pirm party of second part.

6 Witnesseth That for and in con-  
7 sideration of two hundred and  
8 fifty \$250<sup>00</sup> each in hand paid  
9 the receipt of which is hereby  
10 acknowledged by said Barker  
11 and further considerations herein-  
12 after mentioned the said Barker  
13 agrees to sell and convey with  
14 deeds of general warranty free  
15 from all encumbrances to said  
16 Parden or assigns the following  
17 described tracts of lands lying  
18 in La Costa Town

19 The J. Barker tract about 640 acres

20 " H. Dickson " about 140 acres

21 The M. Bailey Tract " 90 acres

22 The J. Darity Tract about 50 acres

23 The Geo Ely " about 75 acres

24 ✓ The S. Holmes Tract about 50 acres

25 The Widow Robbins " about 125 acres

26 The Joseph Barker Tract about 170 acres

27 all of said lands adjoining  
28 the Slump and other lands contracted  
29 to said Parden  
30  
31  
32



1 The said Pardu is to have  
2 four months from this date to  
3 survey and abstract said lands  
4 and if title to same is approved  
5 and accepted by said Pardu  
6 is then to pay said Barker  
7 twenty dollars \$20.00 per acre for  
8 same upon receipt of General  
9 Warranty Deeds from said above  
10 Barker and owners of above  
11 described tracts.

12 It is also agreed that all contracts  
13 of leases from tenants of said  
14 lands are to be turned over to said  
15 Pardu when purchase is made  
16 so as to give said Pardu full  
17 and undisputed possession  
18 of same.

19 It is expressly understood that  
20 the \$250.00 advanced on this  
21 contract is to be credited on  
22 the purchase price and it is  
23 also agreed that if title to 75%  
24 of the stump lands should not  
25 be approved by said Pardu's  
26 attorney then the said Pardu is not  
27 bound to accept the above lands.

28 It is expressly understood that if  
29 the said Barker is not unable to  
30 convey the said above Holms tract  
31 of 50 acres on Western side he is  
32 not to pay any damages for such



1 failure. ~~to~~ It is expressly under-  
2 stood that all leases of tenants  
3 on said property are to be  
4 turned over to said Pardon who  
5 agrees to allow said tenants  
6 holding under him the crops  
7 they raise for this year but  
8 said Pardon has the right to  
9 enter upon any part of the  
10 lands and make any develop-  
11 ments in ~~dis~~ John B. Parker

12 C. Pardon Seal

13 Witnesses at signing {

14 A. Blochman.

15  
16  
17 W. J. Hoxley  
18  
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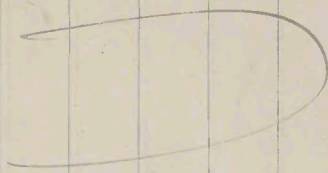


Contract

J. B. Barker

with

W. Pardee



"Barker Exhibit A"  
filed with deposition of  
J. B. Barker in suit of  
J. B. Barker vs. W. Pardee  
J. B. Barker vs. W. Pardee  
3/28/1903



CIRCUIT COURT OF LEE COUNTY.

Campbell Slemp

v.

Calvin Pardee et al.

STIPULATIONS OF COUNSEL.

Whereas the said Calvin Pardee heretofore gave notice to take the depositions of R. C. Ballard Thruston and others in Louisville, Ky., to be used as evidence on his behalf in the trial of the above suit; and

Whereas it was inconvenient for counsel on both sides to take the said depositions at the time specified in the notice;

Now it is agreed that the said R. C. Ballard Thruston would, if his deposition had been taken in the said cause, have testified as here-in-below set forth, and it is further agreed that the statements here-in-below set forth shall be considered as the deposition of the said Thruston, and that the same shall be read on the trial of the said cause, and have the same effect as if it had been contained in a deposition duly given in the said cause by the said Thruston, but that the same shall be subject to any and all exceptions which may be made by the said C. Slemp and C. B. Slemp on account of irrelevancy and incompetency.

The said statement of the said Thruston is as follows, to-wit:

STATEMENT OF R. C. BALLARD THRUSTON.

That the said Thruston is a stockholder in the Interstate Investment Company, a corporation organized and existing under the laws of the State of Kentucky, and that he has had general charge of the affairs of the said company, and has for some years been engaged



in the examination of the titles to the different tracts of land owned by the said company, and in endeavoring to perfect the same; that the said company owns a large boundary of land, lying in Harlan county, Ky., on the headwaters of the Clover fork of the Cumberland river, on the Big Black mountain and Little Black mountain; that this land lies adjoining and east of the land which C. Slemp contracted to sell to Calvin Pardee and which is the subject of the controversy in the above suit; that in the investigation of the titles of the Interstate Investment Company to the aforesaid land, he, the said Thruston, learned that what are known as the Theodore Dodge patents covered a portion or all of the said land, and that for this reason he, the said Thruston, found it necessary to locate and plat the said Theodore Dodge patents; that the blue print which is filed herewith as part hereof styled "Map of the Dodge Patents", showing location thereof according to the courses and distances called for in the patents, is a correct plat of the said patents according to the courses and distances called for therein; that the two chestnuts and water oak at the junction of Little and Big Black mountains, shown on the said blue print, are an actual corner on the said Big Black mountain where it joins with the said Little Black mountain; that the line "North 70 West" shown on said blue print is supposed to run, and calls for running, from the said two chestnuts and water oak along the top of Big Black mountain; and that the line "South 62 West", as shown on said blue print between Blocks 10-A and 11-A, is likewise supposed to run, and calls for running, with the top of Big Black mountain;

That in the investigation of the titles of the Interstate Investment Company he, the said Thruston, discovered the deed from Theodore A. Dodge to William F. Draper, dated April 15th, 1883, a certified copy of which is filed herewith as part hereof; that the boundary described in the said deed is shown by the red lines on the



blue print, and covers and includes all of the Theodore Dodge patents which commence on the top of the Big Black mountain, commencing at the junction of the Little and Big Black mountains, and running westwardly along the top of Big Black mountain a distance of 2730 poles; that the distance along the top of Big Black mountain from its junction with the Little Black mountain to the western line of what is known as the Boyd Dickenson 25,000-acre patent is about 1838 poles; and that the northwestern corner of the land which C. Slemp contracted to sell to C. Pardee, as aforesaid, is on, or rather at, the end of the said western line of the said Boyd Dickenson patent, and that therefore the aforesaid deed from Theodore A. Dodge to William F. Draper extends <sup>along</sup> ~~at~~ the top of Big Black mountain about 900 poles west of the northwestern corner of the said land which the said Slemp agreed to sell to said Pardee, and the said deed from said Theodore A. Dodge to William F. Draper includes all the said Dodge patents commencing on the top of Big Black mountain, which, according to the deposition of C. B. Slemp given in the said cause, cover any part of the land in controversy in the said cause.

Said Thruston further states that as a matter of fact the said Dodge patents which commence on the top of ~~Little~~ <sup>Big</sup> Black mountain and run southwardly run almost to the top of Little Black mountain, up toward the head of Clover fork, and take in and cover the whole of the land in controversy in the said suit which lies on the Big Black mountain.

And further the said Thruston saith not.

In testimony whereof the counsel for the parties in the said suit have signed this agreement on this the 7<sup>th</sup> day of July, 1903.

*D. W. Sewell*

*Bullitt & Kellogg*

Attorneys for Calvin Pardee.

*Em. Thruston*

*R. J. Irvine*

Attorneys for C. Slemp and  
C. B. Slemp.



C. Stump

vs. { stipulation  
of boomer

Calvin Pardee

July 7<sup>th</sup> 1903.

Filed July 7<sup>th</sup> 1903

A. B. Muncy Clerk

said

and the

the land in con-

Jack Mountain.

And further the said Thru-

In testimony whereof the con-

ave signed this agreement



5

No. 7144  
~~7774~~

PHILADELPHIA, Jan 29 <sup>1900</sup>  
~~189~~

# DREXEL & CO. BANKERS

IN CURRENT  
BANKABLE FUNDS

PAY TO THE ORDER OF

C. E. Blimp

One Thousand <sup>00</sup>  
<sub>100</sub>

DOLLARS

\$1000 <sup>00</sup>

C. E. Blimp

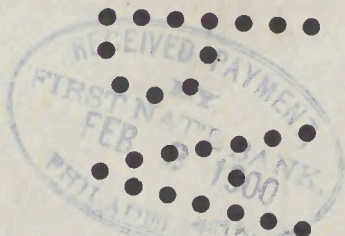
AMERICAN BANK NOTE CO PHILA. LITHO.



"Ex libit a" with the  
deposition of C. Porter  
in the case of C. Slump v.  
C. Porter, May 20th,  
1903. Just. Chancery Jno

C. Slump

PAY TO THE ORDER OF  
ANY BANK OR BANKER,  
RUFUS A. AYERS & COMPANY,  
BIG STONE GAP, VA.  
B. P. BARRON, Cashier



PAY ANY BANK OR BANKER.  
OR ORDER  
AMERICAN NATIONAL BANK,  
LOUISVILLE, KY.  
CHAS. WARREN, CASHIER.  
JAN 31 1900



B

7146  
No. 4220

PHILADELPHIA,

Jan 30

1900  
189

# DREXEL & CO. BANKERS

IN CURRENT  
BANKABLE FUNDS

PAY TO THE ORDER OF

J. J. Barker  
Two hundred and fifty <sup>00</sup>/<sub>100</sub> DOLLARS

\$250<sup>00</sup>

C. F. M.

AMERICAN BANK NOTE CO. PHILA. LITHO.



Exhibit C: filed with  
 in order in stamp  
 1903, May 27th, 1903,  
 order, may 27th, 1903,  
 only

FEB 1 1900

CHAS. WARREN & SONS

LOUISVILLE, KY.

AMERICAN NATIONAL BANK

OR ORDER

PAY THE BANK OF BANKER



PAY TO THE ORDER OF  
 ANY BANK OR BANKER,  
 RUFUS A. AYERS & COMPANY,  
 BIG STONE GAP, VA.  
 T. P. BARBER, President

of J. B. Barber  
 of John B. Barber



7145

No. 7134

PHILADELPHIA,

Jan 30

1900  
1899

# DREXEL & CO. BANKERS

IN CURRENT  
BANKABLE FUNDS

PAY TO THE ORDER OF

One Hundred and

00 DOLLARS

\$ 100.00

AMERICAN BANK NOTE CO. PHILA. LITHO.



FOR DEPOSIT IN  
**PENNINGTON GAP BANK**  
TO THE ORDER OF  
**A. K. DeBusk,**

**RAY LOUISVILLE NAT'L BANKING CO.**  
LOUISVILLE, KY. OR ORDER.  
**Pennington Gap Bank,**  
PENNINGTON GAP, VA.,  
**A. G. HYATT, Cashier.**

*To Cash & remit to  
Messrs. J. H. & W. H. DeBusk  
of Louisville, Ky. 1903.*

*Fourth St. Phila. Pa.*

OR ORDER.  
WILLIAMS, BROS. CO.,  
Leathers, Wash.

ENDORSEMENT CORRECT  
PAY TO THE ORDER OF  
THE NATIONAL BANK OF PHILADELPHIA



1 This Contract made and entered  
2 into this the 30th day of June  
3 1900 by and between Andy  
4 DeBuck of Lu Cola party of  
5 first part and C. Pardon of  
6 Penn party of second part.  
7 Witnesseth That for and in  
8 consideration of One Hundred  
9 Dollars cash in hand paid  
10 the receipt of which is hereby  
11 acknowledged by said DeBuck  
12 and the further considerations  
13 hereinafter mentioned the said  
14 DeBuck bargains sells and  
15 agrees to convey with full  
16 rights of general warranty the  
17 following described tract of  
18 land. To wit, A certain tract  
19 of coal and timber lands con-  
20 taining 150 acres more or less  
21 in Lu Cola adjoining lands  
22 of Col. C. Slump, J. Barker and  
23 others.

24 The said Pardon is to have  
25 four months from this date to  
26 survey and abstract said lands  
27 and if everything is found  
28 satisfactory regarding title to said  
29 lands on or before that time the  
30 said Pardon agrees to take said  
31 lands free from all incumbrances  
32 and pay said DeBuck \$1750



per acre for same  
The \$1,000<sup>00</sup> advancement on this  
contract is to be credited on pur-  
chase price of said lands.

Witnesses at signing (

A. K. DeBuckhorn

E. M. M. Seal

A. B. Bleckman

W. J. Horsley



# Contract

A. DeBuck

with

C. Pardee

Exhibit

"DeBuck Contract"

Filed with deposition  
of Calvin Pardee in Slump  
Case May 25th

1903. J. W. Chasley, M.D.



To Campbell S. Leung and C.B. S. Leung

Take notice, that on the 25 day of May, 1903, at the office of Buell & Kelly, in the town of Big Stone Gap, between the hours of 9 o'clock a. m. and 6 o'clock p. m. of that day, I shall proceed to take the depositions of A.B. Cochran and others to be read in evidence in my behalf in the suit in equity depending in the Circuit Court of Lee County in which you are Plaintiff and I am

Defendant ; and if from any cause the taking of said depositions be not commenced on that day, or if commenced, if they be not completed on that day, the taking of said depositions will be adjourned and continued from time to time and place to place until they are completed.

Respectfully,

Calvin Porter  
by Counsel



Executed the within notice by delivering a true copy thereof  
to Campbell Slump at his house in Wise County, Va., this May 22nd,  
1903, and executed on C.B. Slump by delivering a true copy  
hereof and giving information of its purport to C. Slump, a  
member of his jury over 16 years of age at his usual  
place of abode, the said C.B. Slump not being found at his  
said usual place of abode. This May 22nd, 1903.

State of Virginia  
County of \_\_\_\_\_

I, John Chalkley, a notary public in and for the State  
and county aforesaid, do hereby certify that Philip Wood  
this day personally appeared before me in my county  
aforesaid, and made oath that the foregoing statements  
are true. Given under my hand this May 22nd, 1903.  
John Chalkley



Checks to Slump  
DeBuck & Barker

Exhibits with  
Rebuttal exp. notes  
of Dr. Pardee